



## AGENDA | VIRTUAL REGULAR TOWN COUNCIL MEETING

November 09, 2021 at 6:00 PM

Council Chambers - Apex Town Hall, 73 Hunter Street

The meeting will adjourn when all business is concluded or 10:00 PM, whichever comes first

### Town Council and Administration

Mayor: Jacques K. Gilbert | Mayor Pro Tem: Nicole L. Dozier

Council Members: Brett D. Gantt; Audra M. Killingsworth; Cheryl F. Stallings; Terry Mahaffey

Town Manager: Catherine Crosby | Assistant Town Managers: Shawn Purvis and Marty Stone

Town Clerk: Donna B. Hosch, MMC | Town Attorney: Laurie L. Hohe

### COMMENCEMENT

Call to Order | Invocation | Pledge of Allegiance

### PRESENTATIONS

### CONSENT AGENDA

All Consent Agenda items are considered routine, to be enacted by one motion with the adoption of the Consent Agenda, and without discussion. If a Council Member requests discussion of an item, the item may be removed from the Consent Agenda and considered separately. The Mayor will present the Consent Agenda to be set prior to taking action on the following items:

#### [CN1](#) Lauren Staudenmaier, Planner II

Motion to set Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ21 Beauregard Place at Weddington. The applicant, AG Wimberly LLC, seeks to rezone approximately 3.30 acres from Rural Residential (RR) to Low Density Residential-Conditional Zoning (LD-CZ). The proposed rezoning is located at 0 Wimberly Road.

#### [CN2](#) Lauren Staudenmaier, Planner II

Motion to set Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ22 Old Ivey Road. The applicant, Ranjeet Agarwala, Estates at White Oak LLC, seeks to rezone approximately 8.82 acres from Rural Residential (RR) to Low Density Residential-Conditional Zoning (LD-CZ). The proposed rezoning is located at 1516 Old Ivey Road and 7620 McQueens Road.

#### [CN3](#) Sarah Van Every, Senior Planner

Motion to set Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ23 Scotts Ridge Office and Veterinary Hospital. The applicant, Jeff

Roach, Peak Engineering and Design, LLC., seeks to rezone approximately 1.45 acres from Residential Agricultural (RA) to Neighborhood Business-Conditional Zoning (B1-CZ). The proposed rezoning is located at 0 & 6633 Apex Barbecue Road.

[CN4](#) Shelly Mayo, Planner II

Motion to set the Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ25 Villages of Apex PUD Amendment. The applicant, Curteis Calhoun with Enclave Holdings, LLC, seeks to rezone approximately 3.62 acres from Planned Unit Development-Conditional Zoning (PUD-CZ #17CZ11) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0 Laura Duncan Road.

[CN5](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for November 23, 2021 on the Question of Annexation - Apex Town Council's intent to annex Mian Lin property containing 1.14 acres located at 5921 Farmpond Road, Annexation #719 into the Town's corporate limits.

[CN6](#) Dianne Khin, Director of Planning and Community Development

Motion to adopt a resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for November 23, 2021 on the Question of Annexation - Apex Town Council's intent to annex Linderman Properties, LLC (Triangle Math & Science) property containing 20.083 acres located at 351 New Hill Olive Chapel Road, Annexation #720 into the Town's corporate limits.

[CN7](#) Jacques K. Gilbert, Mayor

Motion to appoint Reginald Skinner as the new Planning Board Chair, Mark Steele as the new Planning Board Vice Chair, and Steven A. Rhodes as a new Planning Board member, and to reappoint Mark Steele and Tina Sherman to their second terms as Planning Board members.

[CN8](#) Colleen Merays, Downtown & Small Business Development Coordinator

Motion to approve the Town's Special Event Permit for Apex's Annual Tree Lighting.

[CN9](#) Dennis Brown, Senior Capital Projects Manager

Motion to approve contract with Engineered Construction Company, Raleigh, NC in the amount of \$6,342,500.00 for construction of Public Safety Station #36 on Wimberly Road in Apex and authorize Town Manager to sign same to release start of construction.

[CN10](#) Marty Stone, Assistant Town Manager



Motion to approve an encroachment agreement between the Town and property owners Sean M. Gutowski and wife Erika K. Gutowski, to install a screen porch that will encroach 55 SF, steps that will encroach 12 SF, and a paver patio that will encroach 8 SF onto the Town's 20' Public Utility Sewer Easement and authorize the Town Manager to execute the same.

[CN11](#) Marty Stone, Assistant Town Manager

Motion to approve an encroachment agreement between the Town and property owners Taylor Morrison of Carolinas, Inc. to install a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement and authorize the Town Manager to execute the same.

[CN12](#) Marty Stone, Assistant Town Manager

Motion to approve an encroachment agreement between the Town and property owners Taylor Morrison of Carolinas, Inc. to install a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement and authorize the Town Manager to execute the same.

[CN13](#) Marty Stone, Assistant Town Manager

Motion to approve an encroachment agreement between the Town and property owners Taylor Morrison of Carolinas, Inc. to install a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement and authorize the Town Manager to execute the same.

[CN14](#) Mayor Jacques K. Gilbert

Motion to adopt a resolution requesting that the Wake County Board of Commissioners appoint Robert Carmac to the Board of Adjustment as an ETJ Representative.

[CN15](#) Colleen Merays, Downtown & Small Business Development Coordinator

Motion to approve the amended Co-Sponsored Special Event Permit request for Apex Rotary Christmas Parade, Winter Wonderland and mobile vendor with the approved date of Saturday, December 4, 2021.

[CN16](#) Mitch McKinney, Deputy Chief of Police

Motion to formally retire Apex Police Department Canine Rocky from police service and allow him to remain in Ofc. Scott James's stewardship for the remainder of Rocky's life.

[CN17](#) Donna Hosch, Town Clerk

Motion to approve the Apex Tax Report dated 10/03/2021

[CN18](#) Donna Hosch, Town Clerk

Motion to ratify Resolution No. 21-1101-21 of the Apex Town Council to Name a Portion of the Senior Center in honor of Mayor Pro Tem Nicole L. Dozier

[CN19](#) Keith McGee, Fire Chief

Motion to approve a three-year extension with the Fire Department's records management system vendor, EPR Systems USA, Inc. and authorize the Town Manager to sign.

[CN20](#) Laurie Hohe, Town Attorney

Introduction to ordinance amendment to comply with Senate Bill 300.

[CN21](#) Steve Adams, Easement Acquisition Specialist

Motion to approve abandonment of a portion of a public utility easement on PIN 0742-46-6928 Bovestments LLC

## REGULAR MEETING AGENDA

Mayor Gilbert will call for additional Agenda items from Council or Staff and set the Regular Meeting Agenda prior to Council actions.

## PUBLIC FORUM

Public Forum allows the public an opportunity to address the Town Council. The speaker is requested not to address items that appear as Public Hearings scheduled on the Regular Agenda. The Mayor will recognize those who would like to speak at the appropriate time. Large groups are asked to select a representative to speak for the entire group. Comments must be limited to 3 minutes to allow others the opportunity to speak.

## PUBLIC HEARINGS

[PH1](#) Jenna Shouse, Senior Long Range Planner

Public hearing and possible motion to amend the Bicycle and Pedestrian System Plan map to remove Proposed Paved Shoulder along Holt Road, add Proposed Side Path along a section of Holt Road, and change the on-road bicycle facility type to Proposed Bike Lanes along Holland Road and Friendship Road.

[PH2](#) Shannon Cox, Long Range Planning Manager

Public hearing and possible motion regarding amendments to the Transportation Plan in the vicinity of New Hill Holleman Road and future Richardson Road.

[PH3](#) Shannon Cox, Long Range Planning Manager

Public hearing and possible resolution regarding the Town-initiated proposed renaming of "Lynch Street" within the Town of Apex.

[PH4](#) Michael Deaton, PE, Director

Public Hearing and possible motion to approve amendments to Article III of Chapter 12 of the Town Code of Ordinances creating a Stormwater Utility.

## OLD BUSINESS

## UNFINISHED BUSINESS

## NEW BUSINESS

- [NB1](#) Christopher "C.J." Valenzuela, Housing Program Manager  
Possible motion to provide financial support to DHIC, Inc. for the affordable housing project known as Broadstone Walk in the form of a loan from the Affordable Housing Fund for construction contingent upon final project approval, authorize the Town Manager to execute loan and compliance project documentation, and approve corresponding Budget Ordinance Amendment No. 9.

## UPDATES BY TOWN MANAGER

## CLOSED SESSION

- [CS1](#) Steve Adams, Real Estate & Public Utilities  
Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to discuss the town's negotiating position with respect to acquisition of real property.

## WORK SESSION

## ADJOURNMENT

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ21 Beauregard Place at Weddington. The applicant, AG Wimberly LLC, seeks to rezone approximately 3.30 acres from Rural Residential (RR) to Low Density Residential-Conditional Zoning (LD-CZ). The proposed rezoning is located at 0 Wimberly Road.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

The property to be rezoned is identified as PIN 0723249888.

## Attachments

- Vicinity Map
- Application









## PETITION TO AMEND THE OFFICIAL ZONING MAP

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 21CZ21

Submittal Date: 9/1/2021

Fee Paid: \$1000.00

### Project Information

Project Name: Beauregard Place at Weddington

Address(es): 0 Wimberly Road

PIN(s): 0723249888

Acreage: 3.3

Current Zoning: Rural Residential RR Proposed Zoning: LD-CZ

Current 2045 LUM Classification(s): Low Density LD

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒

No ☐

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: N/A

Area proposed as non-residential development: Acreage: N/A

Percent of mixed use area proposed as non-residential: Percent: N/A

### Applicant Information

Name: AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27519

Phone: 919-924-2991 E-mail: sudhakar.upadhyaya@gmail.com

### Owner Information

Name: AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27519

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Agent Information

Name: Glenda Toppe, AICP Glenda S. Toppe & Associates

Address: 4139 Gardenlake Dr

City: Raleigh State: NC Zip: 27612

Phone: 919-605-7390 E-mail: glenda@gstplanning.com

Other contacts: John Woodlief, PE Bass, Nixon & Kennedy, Inc

6310 Chapel Hill Road Suite 250

Raleigh, NC 27607

919-851-4422 919-851-4422 john.woodlief@bnkinc.com

**PETITION INFORMATION**Application #: 21CZ21 Submittal Date: 9/1/2021

An application has been duly filed requesting that the property described in this application be rezoned from RR to LD-CZ. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

**PROPOSED USES:**

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

|    |                     |    |  |
|----|---------------------|----|--|
| 1  | Single-family       | 21 |  |
| 2  | Accessory apartment | 22 |  |
| 3  | Utility, minor      | 23 |  |
| 4  | Park, active        | 24 |  |
| 5  | Park, passive       | 25 |  |
| 6  |                     | 26 |  |
| 7  |                     | 27 |  |
| 8  |                     | 28 |  |
| 9  |                     | 29 |  |
| 10 |                     | 30 |  |
| 11 |                     | 31 |  |
| 12 |                     | 32 |  |
| 13 |                     | 33 |  |
| 14 |                     | 34 |  |
| 15 |                     | 35 |  |
| 16 |                     | 36 |  |
| 17 |                     | 37 |  |
| 18 |                     | 38 |  |
| 19 |                     | 39 |  |
| 20 |                     | 40 |  |

## PETITION INFORMATION

Application #: 21CZ21 Submittal Date: 9/1/2021

## PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

Refer to Attachment for the Proposed Conditions.

## LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed LD-CZ rezoning request is consistent with the 2045 Land Use Map.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed land uses are compatible given the location of the property and the character of the surrounding land uses



## PROPOSED ZONING CONDITIONS

1. The development shall have a maximum of five (5) single-family residential lots.
2. Development shall meet all stormwater reduction requirements listed in the UDO, including limiting the post-development stormwater flows to not exceed the pre-development rates. In addition, the post-development peak runoff rate shall be limited to the pre-development peak runoff rate for the 2-year, 24-hour, the 10-year, 24-hour and the 25-year, 24-hour storm events.
3. The development shall include signage identifying environmentally sensitive areas and/or a pet waste station to discourage pet waste and chemical use in the vicinity of RCA or SCMs. A minimum of one sign and/or pet waste station shall be provided where appropriate within this development.
4. Developers shall preserve the existing trees within the RCA and riparian buffers per the UDO standards.
5. Outdoor lighting shall be full cut off and shielded to prevent glare and light spill over to minimize impact of neighboring residential properties. LED fixtures shall be used and the lighting temperature shall be a maximum of 3000K.
6. There shall be a 15-foot Type A Buffer along the eastern property from Beauregard Place north to the property boundary.
7. All single-family detached homes shall be pre-configured with conduit for a solar energy system.
8. Homeowner Association covenants shall not restrict the construction of accessory dwelling units.
9. The developer shall provide a donation to the Town of Apex's AffordableHousing Fund (the "FUND") in the amount of \$500.00 per residential lot payable at the time of Final Plat.
10. Architectural Standards for Single-Family Homes
  - a. Garage doors shall have windows, decorative details or carriage-style adornments on them.
  - b. The garage shall not protrude more than 1 foot out from the front façade and front porch.
  - c. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
  - d. Garages on the front façade of a home that faces the street shall not exceed 40% of the total width of the house and garage together.

- e. Eaves shall project at least 12 inches from the wall of the structure.
- f. A varied color palette shall be utilized on homes throughout the subdivision to include a minimum of three color families for siding and shall include varied trim, shutter, and accent colors complementing the siding color.
- g. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door.
- h. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
- i. Front porches shall be a minimum of 6 feet deep.
- j. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:
  - Windows
  - Bay window
  - Recessed window
  - Decorative window
  - Trim around the windows
  - Wrap around porch or side porch Two or more building materials
  - Decorative brick/stone Decorative trim
  - Decorative shake
  - Decorative air vents on gable Decorative gable
  - Decorative corniceColumnPortico
  - Balcony
  - Dormer

## PETITION INFORMATION

Application #: 21CZ21 Submittal Date: 9/1/2021

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

The proposed CZ District complies with Sec 4.4 Supplemental Standards.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The design of the proposed 5 lots minimizes any adverse effects to the surrounding area. The proposed development with meet UDO standards. There will be no negative impact on trash, traffic, service delivery, parking, loading, odors, noise, glare and vibration and will not create a nuisance.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The proposed Conditional Zoning District will comply with all local and state environmental regulations. The area of the proposed development has been studied and the lots will not be affected by the floodplain.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The Conditional Zoning District is in the ETJ of Apex. The property is adjacent to the Town limits of Apex. The Town of Apex can adequately service the property.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed Conditional Zoning request will not negatively impact health, safety , or welfare of the residents of the Town or its ETJ.

## PETITION INFORMATION

Application #: 21CZ21 Submittal Date: 9/1/2021

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed Conditional Zoning request will not be detrimental to adjacent properties.

The uses are compatible to adjacent properties.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

With only a maximum of five (5) single-family detached homes proposed, the Conditional Zoning proposed will not constitute a nuisance or hazard due to traffic impact noise or the number of persons living in the new community.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed Conditional Zoning will comply with all standards identified in the Town's ordinances for use, layout and general development characteristics.

## AGENT AUTHORIZATION FORM

Application #: 21CZ21

Submittal Date: 9/1/2021

AG Wimberly LLC

\_\_\_\_\_ is the owner\* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 0 Wimberly Road

The agent for this project is: Glenda S. Toppe & Associates

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Glenda Toppe

Address: 4139 Gardenlake Drive

Telephone Number: 919-60-7390

E-Mail Address: glenda@gstplanning.com

Signature(s) of Owner(s)\*

Sudhakar Upadhyaya

Digitally signed by Sudhakar Upadhyaya  
DN: cn=Sudhakar Upadhyaya, o, ou,  
email=sudhakarpe@yahoo.com, c=US  
Date: 2021.07.09 11:56:33 -0400

Sudhakar Upadhyaya

Type or print name

07/09/2021

Date

Rekha Upadhyaya

Digitally signed by Rekha Upadhyaya  
DN: cn=Rekha Upadhyaya, o, ou,  
email=rekha\_rao\_ks@yahoo.com, c=US  
Date: 2021.07.09 11:58:22 -0400

Rekha Upadhyaya

Type or print name

07/09/2021

Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.



# AFFIDAVIT OF OWNERSHIP

Application #: 21CZ21

Submittal Date: 9/1/2021

The undersigned, Glenda Toppe (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Wimberly Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated \_\_\_\_\_, and recorded in the Wake County Register of Deeds Office on \_\_\_\_\_, in Book \_\_\_\_\_ Page \_\_\_\_\_.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on \_\_\_\_\_, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on \_\_\_\_\_, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of August, 2021.

(seal)

Glenda Toppe

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that Glenda Toppe, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Driver's license, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Andrew Hinson  
Notary Public

State of North Carolina

My Commission Expires: July 30, 2024

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

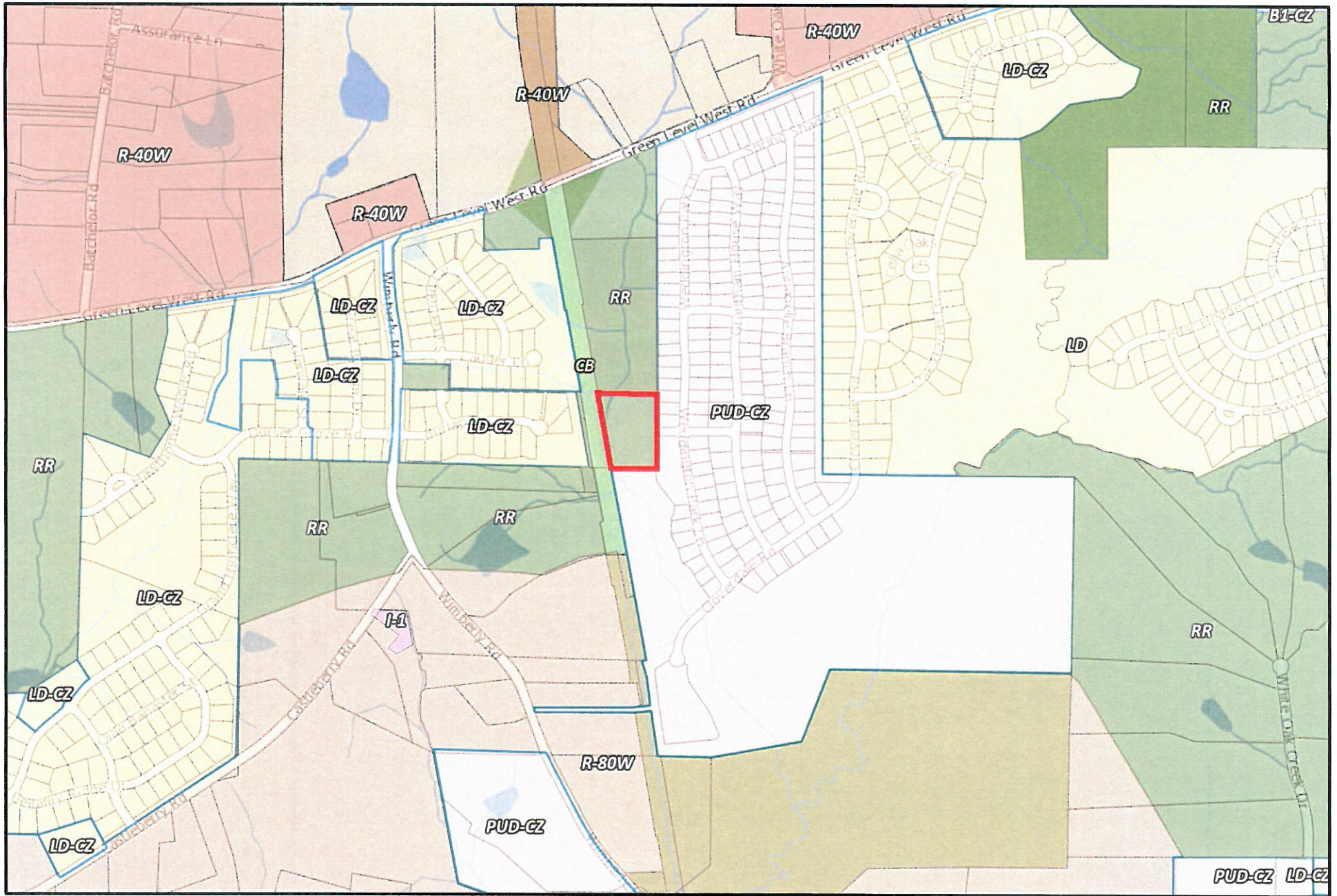
Application #: 21CZ21

Submittal Date: October 22, 2021

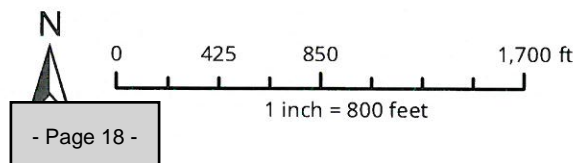
**Insert legal description below.**

Beginning at an existing iron pipe found at the southwest corner of the Sherry S. Johnson Parcel, as shown on Book of Maps 2011, Page 1009 of the Wake County Registry, said corner being the southeast corner of the NCDOT RR R/W (now American Tobacco Trail), as shown on Book of Maps 2011, Page 1009 and recorded in Deed Book 6660, Page 194 of the Wake County Registry, thence from said Point of Beginning North 09°41'43" West 463.78 feet along the eastern right-of-way of the American Tobacco Trail to a point, thence South 89°08'22" East 358.95 feet to an existing iron pipe, thence South 00°05'12" East 458.23 feet to an existing iron pipe, thence North 88°41'04" West 281.57 feet to the point and place of Beginning containing 3.36 acres, more or less.





## CURRENT ZONING RR



### Disclaimer

iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are **NOT** surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.





**WAKE COUNTY  
PUBLIC SCHOOL SYSTEM**

**Wake County Residential Development Notification**

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

[studentassignment-gis-group@wcpss.net](mailto:studentassignment-gis-group@wcpss.net)

| Developer Company Information         |                              |
|---------------------------------------|------------------------------|
| Company Name                          | AG Wimberly LLC              |
| Company Phone Number                  | 919-924-2991                 |
| Developer Representative Name         | Sudhaker Upadhyaya           |
| Developer Representative Phone Number | 919-924-2991                 |
| Developer Representative Email        | sudhaker.upadhyaya@gmail.com |

| New Residential Subdivision Information                         |                                |
|---|--------------------------------|
| Date of Application for Subdivision                             |                                |
| City, Town or Wake County Jurisdiction                          | Apex                           |
| Name of Subdivision   | Beauregard Place at Weddington |
| Address of Subdivision (if unknown enter nearest cross streets) | 0 Wimberly Road                |
| REID(s)   | 0159682                        |
| PIN(s)  | 0723249888                     |

| Projected Dates Information                |               |
|--|---------------|
| Subdivision Completion Date                | December 2024 |
| Subdivision Projected First Occupancy Date | December 2023 |

| Lot by Lot Development Information |                  |               |        |           |           |           |           |                   |       |             |       |                                      |         |      |         |      |         |
|------------------------------------|------------------|---------------|--------|-----------|-----------|-----------|-----------|-------------------|-------|-------------|-------|--------------------------------------|---------|------|---------|------|---------|
| Unit Type                          | Total # of Units | Senior Living | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | Square Foot Range |       | Price Range |       | Anticipated Completion Units & Dates |         |      |         |      |         |
|                                    |                  |               |        |           |           |           |           | Min               | Max   | Low         | High  | Year                                 | # Units | Year | # Units | Year | # Units |
| Single Family                      | 5                |               |        |           |           |           |           | 3,000             | 5,000 | 65000       | 11000 | 2023                                 | 2       | 2024 | 3       |      |         |
| Townhomes                          |                  |               |        |           |           |           |           |                   |       | 0           | 0     |                                      |         |      |         |      |         |
| Condos                             |                  |               |        |           |           |           |           |                   |       |             |       |                                      |         |      |         |      |         |
| Apartments                         |                  |               |        |           |           |           |           |                   |       |             |       |                                      |         |      |         |      |         |
| Other                              |                  |               |        |           |           |           |           |                   |       |             |       |                                      |         |      |         |      |         |

Revised 08/10/2018

# NOTICE OF NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

August 2, 2021

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

0 Wimberly Road

0723249888

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](http://www.apexnc.org/180/Planning-Community-Development) or the [Apex Development Report](http://www.apexnc.org/180/Planning-Community-Development) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

A Neighborhood Meeting is required because this project includes (check all that apply):

| Application Type  | Approving Authority                |
|---|------------------------------------|
| <input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)           | Town Council                       |
| <input type="checkbox"/> Major Site Plan  | Town Council (QJPH*)               |
| <input type="checkbox"/> Special Use Permit   | Town Council (QJPH*)               |
| <input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions) | Technical Review Committee (staff) |

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

The proposal is to build five (5) single-family detached lots.

Estimated submittal date: September 1, 2021

## MEETING INFORMATION:

Property Owner(s) name(s): AG Wimberly LLC

Applicant(s): AG Wimberly LLC

Contact information (email/phone): Glenda Toppe 919-605-7390 glenda@gstplanning.com

Meeting Address: Virtual

Date/Time of meeting\*\*: August 18, 2021 6:00 PM-8:00 PM

## MEETING AGENDA TIMES:

Welcome: 6:00 PM Project Presentation: 6:10 PM Question & Answer: 6:30 PM

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning and Community Development Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning-Community-Development>.



# PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

## Development Contacts:

Project Name: Beauregard Place at Weddington Zoning: Low Density LD

Location: 0 Wimberly Road

Property PIN(s): 0723249888 Acreage/Square Feet: 3.3

Property Owner: AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27519

Phone: 919-924-2991 Email: sudhakar.upadhyaya@gmail.com

Developer: AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27519

Phone: 919-924-2991 Fax: \_\_\_\_\_ Email: sudhakar.upadhyaya@gmail.com

Engineer: John Woodlief, P.E. Bass, Nixon & Kennedy

Address: 6310 Chapel Hill Road Suite 250

City: Raleigh State: NC Zip: 27607

Phone: 919-851-4422 Fax: \_\_\_\_\_ Email: john.woodlief@bnkinc.com

Builder (if known): AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27607

Phone: 919-924-2991 Fax: \_\_\_\_\_ Email: sudhakar.upadhyaya@gmail.com

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

|   |                |
|---|----------------|
| Planning and Community Development Department Main Number<br>(Provide development name or location to be routed to correct planner) | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks and Greenways Planner                                    | (919) 249-7468 |
| Public Works - Transportation<br>Russell Dalton, Senior Transportation Engineer   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)        | (919) 249-3537 |
| James Gregg, Utility Engineering Manager (Water & Sewer)  | (919) 249-3324 |
| Electric Utilities Division<br>Rodney Smith, Electric Technical Services Manager  | (919) 249-3342 |

## NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: Virtual

Date of meeting: Wednesday August 18, 2021 Time of meeting: 6:00 pm - 8:00 pm

Property Owner(s) name(s): AG Wimberly LLC

Applicant(s): AG Wimberly LLC

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

|     | NAME/ORGANIZATION | ADDRESS | PHONE # | EMAIL | SEND PLANS<br>& UPDATES |
|-----|-------------------|---------|---------|-------|-------------------------|
| 1.  |                   |         |         |       |                         |
| 2.  |                   |         |         |       |                         |
| 3.  |                   |         |         |       |                         |
| 4.  |                   |         |         |       |                         |
| 5.  |                   |         |         |       |                         |
| 6.  |                   |         |         |       |                         |
| 7.  |                   |         |         |       |                         |
| 8.  |                   |         |         |       |                         |
| 9.  |                   |         |         |       |                         |
| 10. |                   |         |         |       |                         |
| 11. |                   |         |         |       |                         |
| 12. |                   |         |         |       |                         |
| 13. |                   |         |         |       |                         |
| 14. |                   |         |         |       |                         |

Use additional sheets, if necessary.

**Meeting Attendees**

Naga Kuppuswami

[REDACTED]

Amber Craig

[REDACTED]

Ashwin Palani

[REDACTED]

Abby Brentzel & Brian Roth

[REDACTED]

Krista & Mark Kretzschmar

[REDACTED]

Glenda Toppe

[REDACTED]

John Woodlief

[REDACTED]

50, Raleigh,

Sudhakar Upadhyaya

[REDACTED]

## SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): AG Wimberly LLC

Applicant(s): AG Wimberly LLC

Contact information (email/phone): Glenda Toppe 919-605-7390 glenda@gstplanning.com

Meeting Address: Virtual

Date of meeting: Wednesday August 18, 2021 Time of meeting: 6:00 pm - 8:00 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

### Question/Concern #1:

Will there be a home next to me. This person was told there would be no houses behind her. We hope some trees will remain. Will you explain what will be next to me. Is this rezoning a done deal.

#### Applicant's Response:

There will be a buffer as required by the Town of Apex. You will see the side of the home. We'll take a look at the buffer to better understand the distance between your house and the proposed home and what vegetation will remain. This is the beginning of the process. We are taking your concerns seriously

### Question/Concern #2:

All the homeowners who attended the meeting who live adjacent to the property had a concern about the proposed development and what affect it would have on existing vegetation. How much buffer will there be.

#### Applicant's Response:

We will take a close look at the potential layout to better understand the impact on the adjacent homes and how much buffer we can provide. The existing topography will affect what you see. We are lower than your houses. We will email what we find out.

### Question/Concern #3:

They want us to save as many trees as possible. There was a question about the flood plain area. What is the planned price point of the homes.

#### Applicant's Response:

We understand and will try to save as many trees as possible. A large portion of the site is impacted by floodplain which will remain undisturbed. A flood study was conducted and we must show no rise. The planned price point will be similar to the homes in Weddington.

### Question/Concern #4:

We were asked if there will be an HOA. What is the planned price.. What will access be. What is the time frame for development

#### Applicant's Response:

Yes there will be an HOA due to the requirement of an SCM for the property. This development will be self contained. It will have its own HOA and mail kiosk. We will look at placing the mail kiosk south of the cul-de-sac. Access will be from a cul-de-sac off of Beauregard Place. Construction could begin spring 2022.



# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Glenda S. Toppe, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at Virtual (location/address)  
on Wednesday August 18, 2021 (date) from 6:00 pm (start time) to 8:00 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

8-23-2021  
Date

By: Glenda Toppe

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Glenda Toppe, a Notary Public for the above State and County, on this the 26 day of August, 20 21.



Andrew Hinson  
Notary Public  
Print Name

My Commission Expires: July 30, 2024

| PIN_NUM    | OWNER  |
|------------|--|
| 0723345600 | ADHIKARI, DHARANI ADHIKARI, BHUMIKA                    |
| 0723249888 | AG WIMBERLY LLC  |
| 0723342795 | BAKER RESIDENTIAL OF THE CAROLINAS LLC                 |
| 0723352480 | BRENTZEL, ABBY ROTH-ROFFY, BRIAN                       |
| 0723169107 | CAPITAL PROPERTIES OF RALEIGH VIII LLC                 |
| 0723352075 | CRAIG, AMBER S   |
| 0723344864 | DESAI, DHAWAL ASTHANA, PRITI VISHNU                    |
| 0723354462 | HAGER, BRADLEY JAY HAGER, QIONG WU                     |
| 0723344698 | HUA, HUANZHANG GUO, JINGSHU                            |
| 0723354152 | JINKA, JAYARAMESH BOBBA, ANITHA                        |
| 0723352287 | KOMMINENI, RAVI KANTH ANAPARTHI, SUSHMA                |
| 0723352575 | KRETZSCHMAR, MARK KRETZSCHMAR, KRISTA                  |
| 0723352189 | KUPPUSWAMI, NAGARAJAN SURYANARAYANAN, SUKIRTI          |
| 0723243244 | LAMBERT, MACKIE  |
| 0723240439 | LAMBERT, MACKIE W LAMBERT, STEPHEN F                   |
| 0723344952 | MIRZA, ASAF JAMIL ASAF, NAVEERA                        |
| 0723354365 | NARASIMHAN, HARINI SANTHANAM, PAVAN K                  |
| 0723296277 | NC DEPARTMENT OF TRANSPORTATION                        |
| 0723344776 | NETO, DANIEL ANTONIO AUGUS NETO, VIVIAN CARNEIRO       |
| 0723352182 | PALANI, ASHWIN RAGHUNATHAN, HARINIPRIYA                |
| 0723354260 | PALREDDY, NITHIN REDDY NANDHYALA, SUSHMA               |
| 0723352487 | RAVULAPATI, SATISH KUMAR REDDY REDDY, PRAMILA PARVATHA |
| 0723249442 | SMITH, STALEY C HOFFLER, HALEY S                       |
| 0723354055 | THUKRAL, RAGHU KUMAR MAHAJAN, BHAWNA                   |
| 0723343459 | TOLL SOUTHEAST LP COMPANY INC                          |
| 0723256033 | TOLL SOUTHEAST LP COMPANY, INC.                        |
| 0723434927 | WEDDINGTON OWNERS ASSOCIATION INC                      |
|            | APEX TOWN OF   |
|            | Current Tenant   |
|            | Current Tenant   |
|            | Current Tenant   |
|            | Current Tenant   |
|            | Current Tenant   |
|            | Current Tenant   |
|            | Current Tenant   |



**Glenda S. Toppe & Associates**  
**LAND PLANNING, ZONING & ENTITLEMENT CONSULTANTS**

Dear Property Owner and/or Tenant.,

The purpose of this letter is to invite you to a neighborhood meeting to discuss a proposed rezoning. Attached you will find a vicinity map of the property which is located at 0 Wimberly Road. The accompanying PIN is 0723249888. WG Wimberly LLC (the owner of the property) is proposing to rezone 3.3 acres from a current zoning classification of Rural Residential (RR) to Low Density Residential CZ (LD-CZ). **Please note, this is not a public hearing. Notice for the public hearing will be sent at a later date by the Town of Apex.**

This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of a rezoning application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before the rezoning is officially submitted. Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at [www.apexnc.org](http://www.apexnc.org).

The applicant is WG Wimberly LLC. We are estimating a submittal date for the rezoning of September 1, 2021.

\*Due to the coronavirus virus we will be holding a virtual meeting.

**The date for the virtual meeting is Tuesday, August 24, 2021, from 6:00 pm - 8:00 pm.**

**MEETING AGENDA TIMES:**

**Welcome: 6:00 pm Project Presentation: 6:10pm Question & Answer: 6:30 pm**

**Virtual Meeting**

The virtual meeting information will be shared remotely on Zoom. Please see the information below for directions on how to join the online meeting.



## Online:

At the time of the meeting, join the meeting via this link: <https://us02web.zoom.us/j/88233083128>

- On the **Event Information page**, enter your name and email address and select **Join Now**.
- Upon joining, you will be added to the audience as an Attendee and your input will be automatically on mute. To ask a question, select the "raise hand" button and the moderator will call on you in the order your raised hand was received.
- If you encounter any technical difficulties, please contact John Woodlief at **919-649-4329** or via email at [john.woodlief@bnkinc.com](mailto:john.woodlief@bnkinc.com)

## By Phone:

If you prefer to join the meeting by telephone rather than online, please refer to the directions below:

- At the time of the meeting dial the following number to join the audio conference only: **1-646-588-8656**
- Upon joining, you will be added to the audience as an Attendee and your input will be automatically on mute. To ask a question, press \*9 and the moderator will call on you in the order your raised hand was received. Once you have raised your hand, you'll hear the prompt, "You have raised your hand to ask a question. Please wait to speak until the host calls on you." If you no longer want to ask a question, or the host has already called on you, then press \*9 to lower your hand. You will hear a message, "You have lowered your hand".

You may also email John Woodlief (see below) and ask for the meeting invitation / link to be sent directly to you.

*If you are unable to attend the virtual meeting on Tuesday, August 24 and have any questions or concerns regarding the rezoning, please feel free to contact Glenda S. Toppe, of Glenda S. Toppe & Associates, at 919-605-7390 or by email at [glenda@gstplanning.com](mailto:glenda@gstplanning.com) or John Woodlief, of Bass, Nixon & Kennedy, at 919-851-4422 or by email at [john.woodlief@bnkinc.com](mailto:john.woodlief@bnkinc.com).*



# NOTICE OF NEIGHBORHOOD MEETING

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August 5, 2021

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

0 Wimberly Road

0723249888

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](http://www.apexnc.org/180/Planning-Community-Development) or the [Apex Development Report](http://www.apexnc.org/180/Planning-Community-Development) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

A Neighborhood Meeting is required because this project includes (check all that apply):

| Application Type  | Approving Authority                |
|---|------------------------------------|
| <input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)           | Town Council                       |
| <input type="checkbox"/> Major Site Plan  | Town Council (QJPH*)               |
| <input type="checkbox"/> Special Use Permit   | Town Council (QJPH*)               |
| <input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions) | Technical Review Committee (staff) |

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

The proposal is to build five (5) single-family detached lots.

Estimated submittal date: September 1, 2021

## MEETING INFORMATION:

Property Owner(s) name(s):

AG Wimberly LLC

Applicant(s):

AG Wimberly LLC

Contact information (email/phone):

Glenda Toppe 919-605-7390 glenda@gstplanning.com

Meeting Address:

Virtual

Date/Time of meeting\*\*:

August 24, 2021 6:00 PM-8:00 PM

## MEETING AGENDA TIMES:

Welcome: 6:00 PM

Project Presentation: 6:10 PM

Question & Answer: 6:30 PM

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## PROJECT CONTACT INFORMATION

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### Development Contacts:

Project Name: Beauregard Place at Weddington Zoning: Low Density LD

Location: 0 Wimberly Road

Property PIN(s): 0723249888 Acreage/Square Feet: 3.3

Property Owner: AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27519

Phone: 919-924-2991 Email: sudhakar.upadhyaya@gmail.com

Developer: AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27519

Phone: 919-924-2991 Fax: \_\_\_\_\_ Email: sudhakar.upadhyaya@gmail.com

Engineer: John Woodlief, P.E. Bass, Nixon & Kennedy

Address: 6310 Chapel Hill Road Suite 250

City: Raleigh State: NC Zip: 27607

Phone: 919-851-4422 Fax: \_\_\_\_\_ Email: john.woodlief@bnkinc.com

Builder (if known): AG Wimberly LLC

Address: 633 Mercer Grant Dr

City: Cary State: NC Zip: 27607

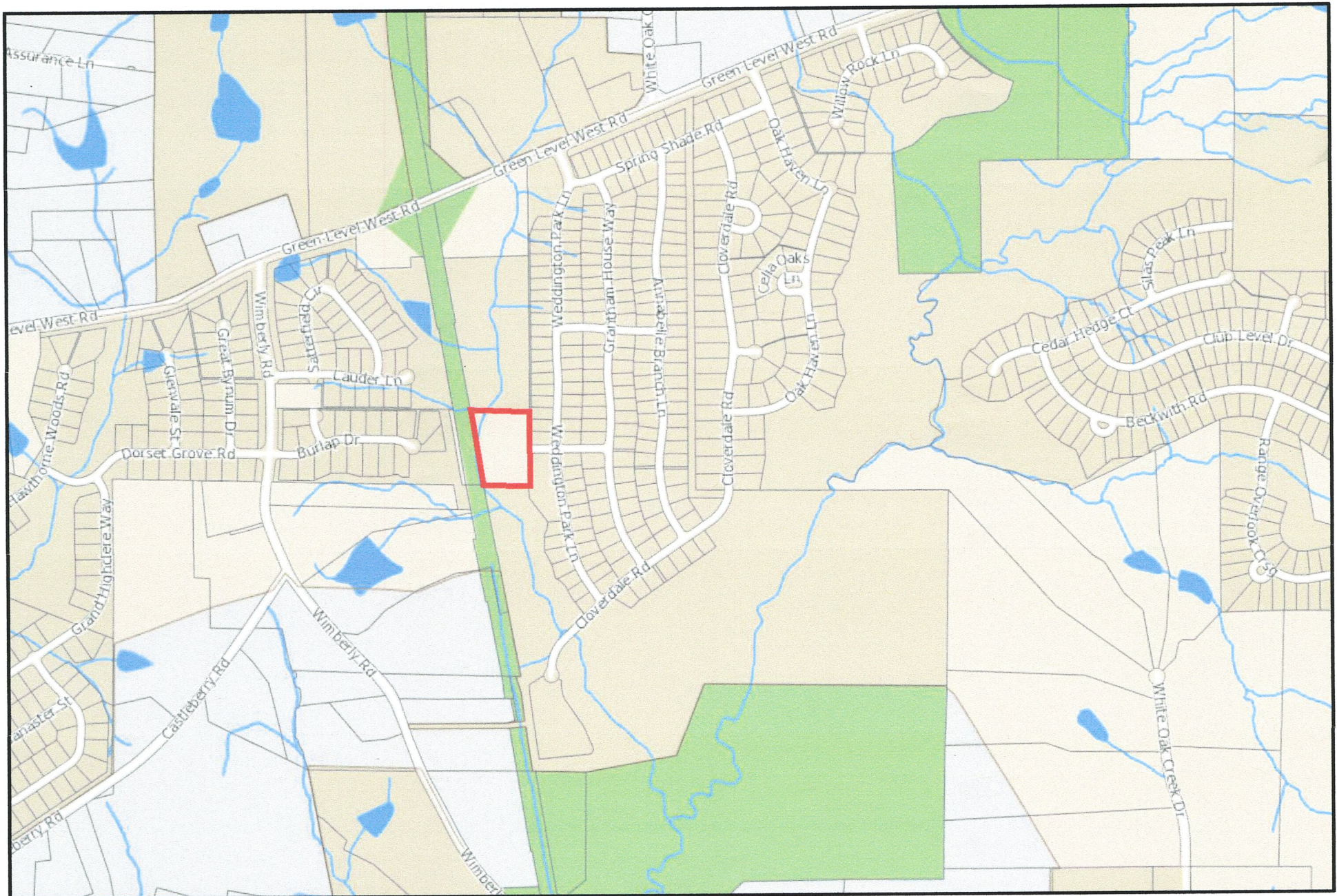
Phone: 919-924-2991 Fax: \_\_\_\_\_ Email: sudhakar.upadhyaya@gmail.com

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

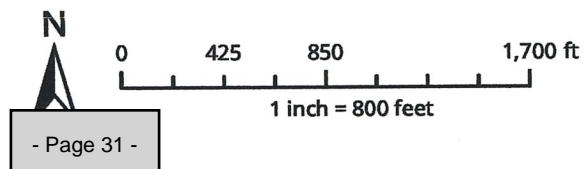
### Town of Apex Department Contacts

|   |                |
|---|----------------|
| Planning and Community Development Department Main Number<br>(Provide development name or location to be routed to correct planner) | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks and Greenways Planner                                    | (919) 249-7468 |
| Public Works - Transportation<br>Russell Dalton, Senior Transportation Engineer   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)        | (919) 249-3537 |
| James Gregg, Utility Engineering Manager (Water & Sewer)  | (919) 249-3324 |
| Electric Utilities Division<br>Rodney Smith, Electric Technical Services Manager  | (919) 249-3342 |



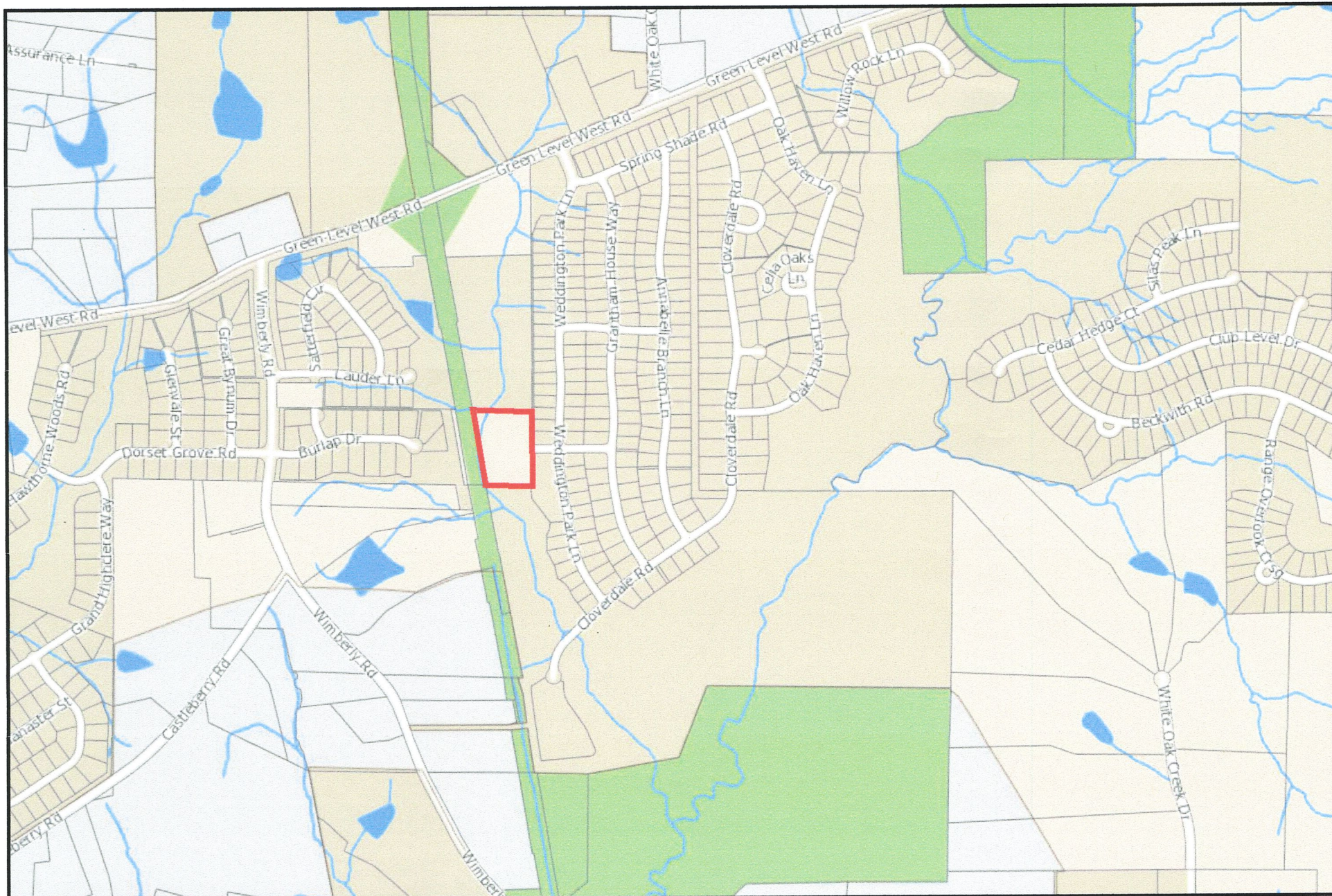


## VICINITY MAP

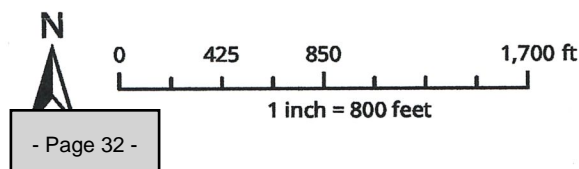


**Disclaimer**  
 iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.





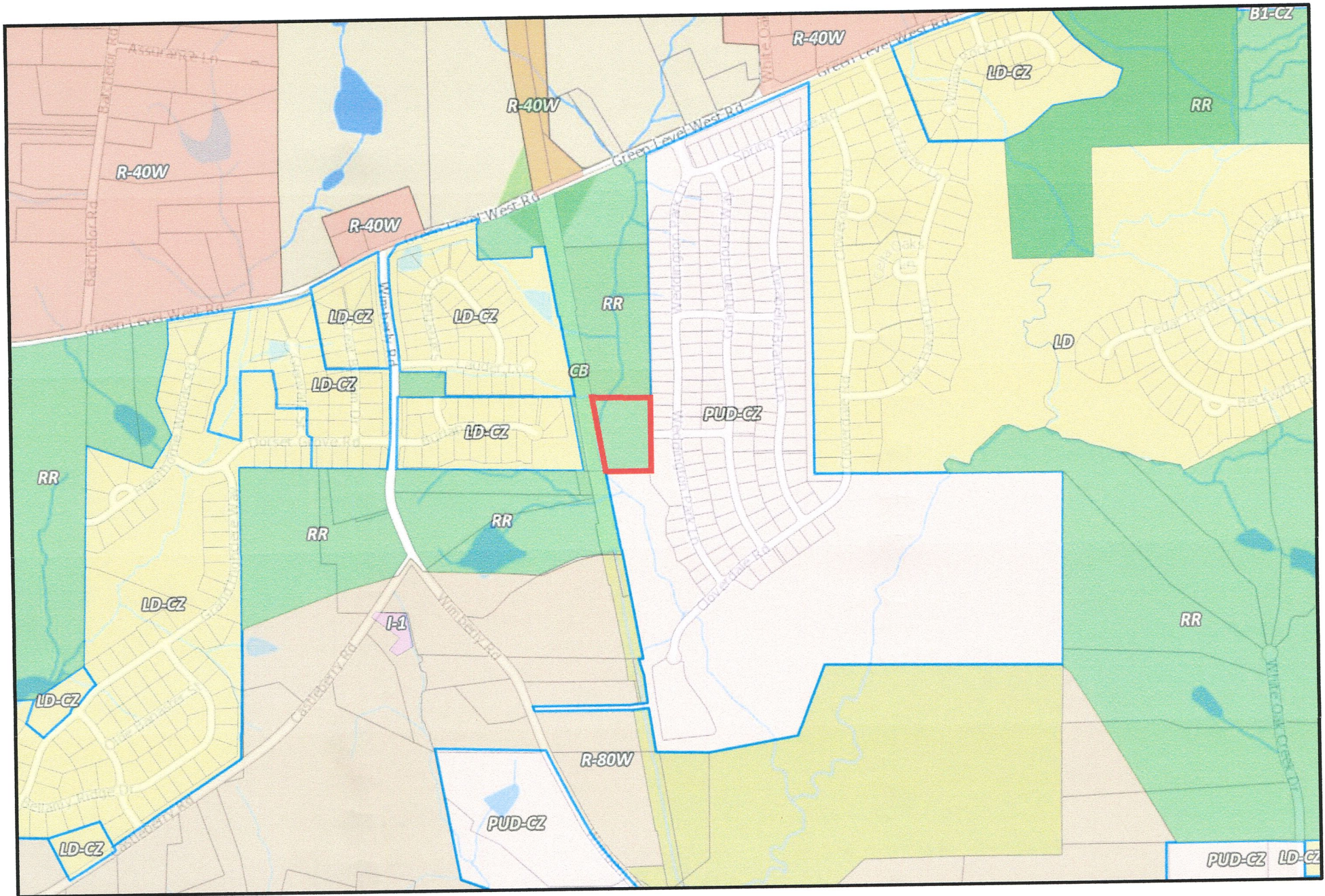
## VICINITY MAP



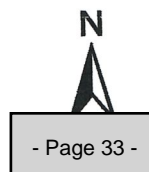
### Disclaimer

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## CURRENT ZONING RR



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# Beauregard Place at Weddington Rezoning Developer: AG Wimberly, LLC

Neighborhood Meeting, Town of Apex

August 24, 2021

6:00 - 8:00 PM



## Beauregard Place at Weddington Rezoning AGENDA

- Panelists
- Location of Property
- Current Zoning
- Proposed Zoning
- 2045 Land Use Plan Map
- Proposed Uses
- Proposed Zoning Conditions
- Discussion/Questions



# Beauregard Place at Weddington Rezoning

## PANELISTS

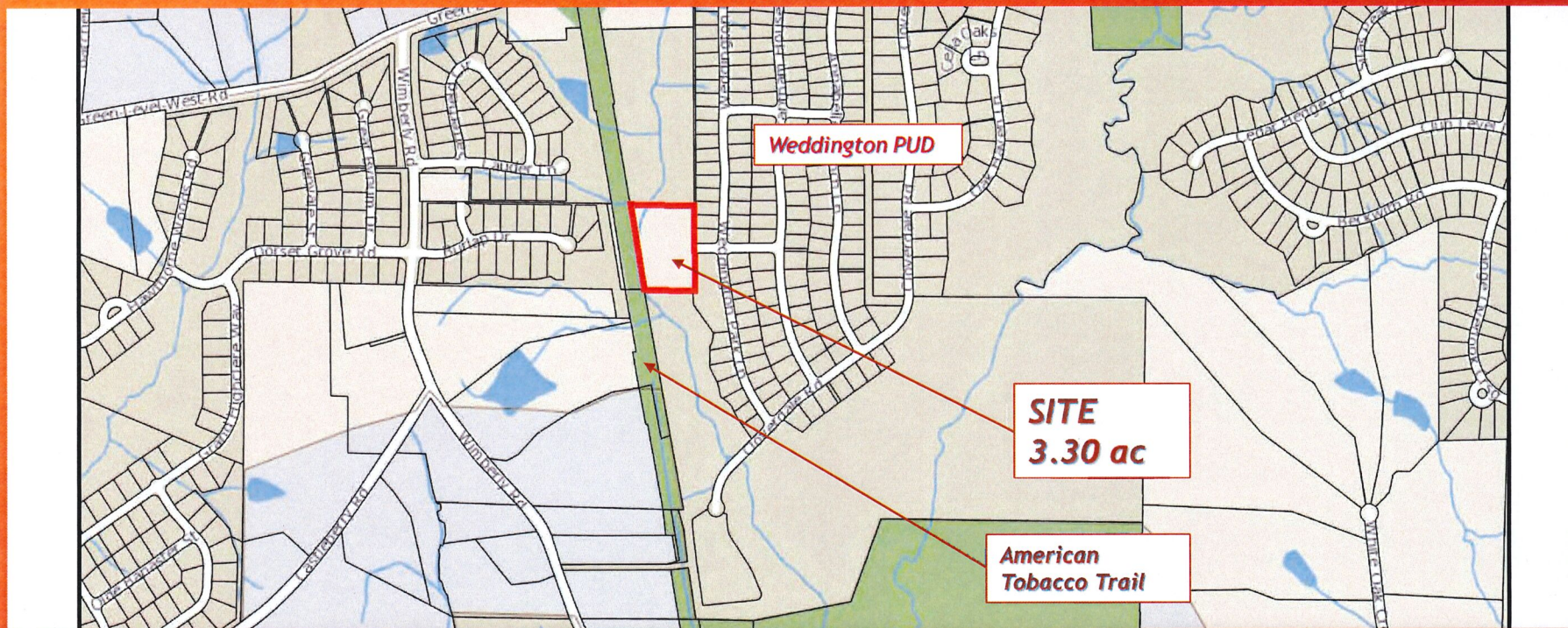
### Glenda Toppe

- City Planning/ Development Consultant
- Glenda S. Toppe & Associates

### John Woodlief, PE

- Consulting Engineer
- Bass, Nixon & Kennedy, Inc.



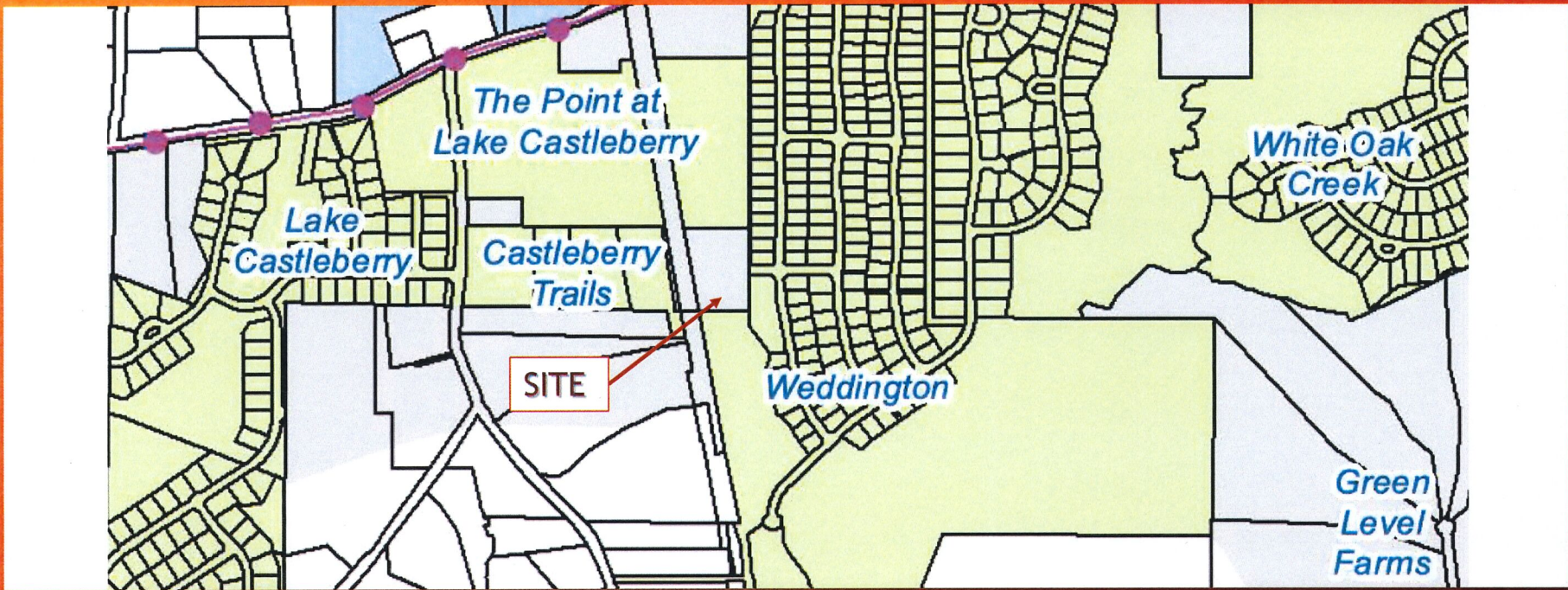


## PROPERTY LOCATION

Area: 3.30 acres

Beauregard Place at Weddington Rezoning





## Town of Apex Corporate Limits Map

Beauregard Place at Weddington Rezoning





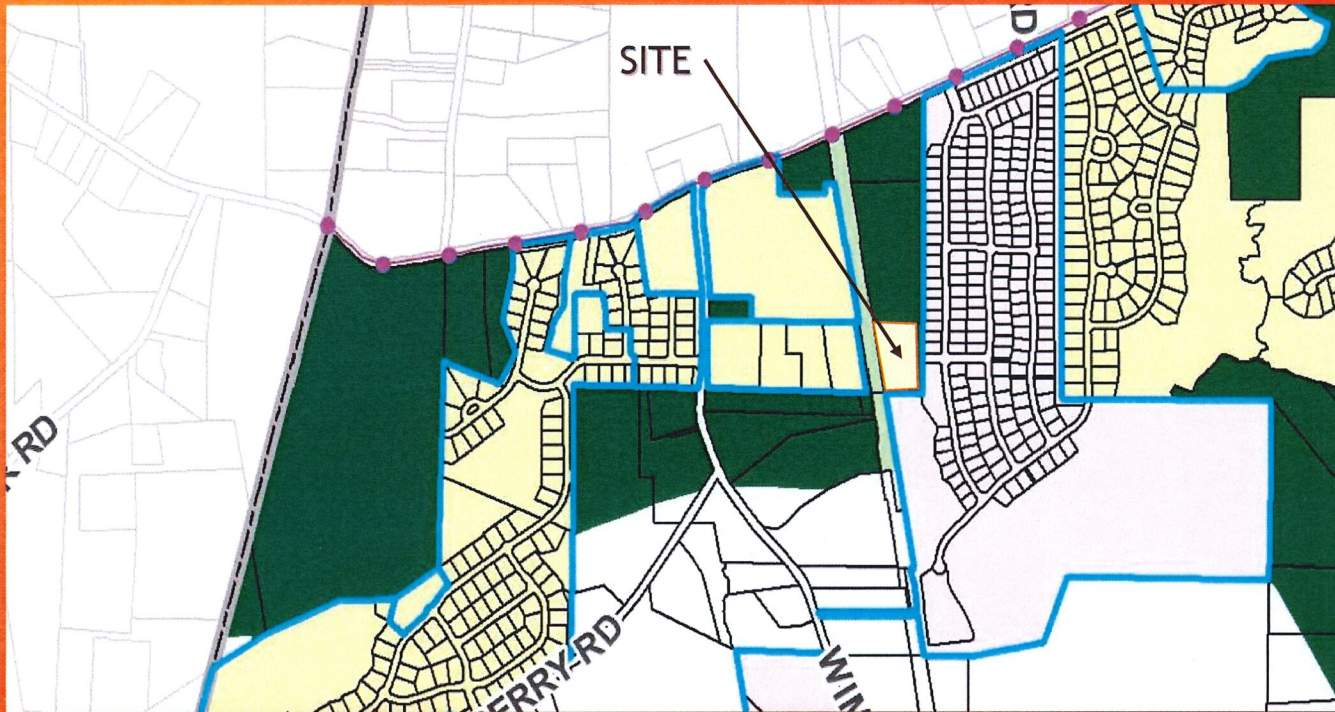
**Zoning Districts**  
See UDO Article 3 for details

|      |  |
|------|--|
| B1   | Neighborhood Business                  |
| B2   | Downtown Business                      |
| CB   | Conservation Buffer                    |
| HDMF | High Density Multi-Family Residential  |
| HDSF | High Density Single-Family Residential |
| MD   | Medium Density Residential             |
| LD   | Low Density Residential                |
| LI   | Light Industrial                       |
| MEC  | Major Employment Center                |
| MH   | Manufactured Housing Residential       |
| MHP  | Mobile Home Park                       |
| MORR | Mixed Office-Residential-Retail        |
| O&I  | Office and Institutional               |
| PC   | Planned Commercial                     |
| PUD  | Planned Unit Development               |
| SD   | Sustainable Development                |
| TF   | Tech/Flex                              |
| RA   | Residential Agricultural               |
| RR   | Rural Residential                      |
| TND  | Traditional Neighborhood District      |
| CU   | Conditional Use                        |
| CZ   | Conditional Zoning                     |

## Town of Apex Zoning Map - RR (Rural Residential)

Beauregard Place at Weddington Rezoning





**Zoning Districts**  
See UDD Article 3 for details

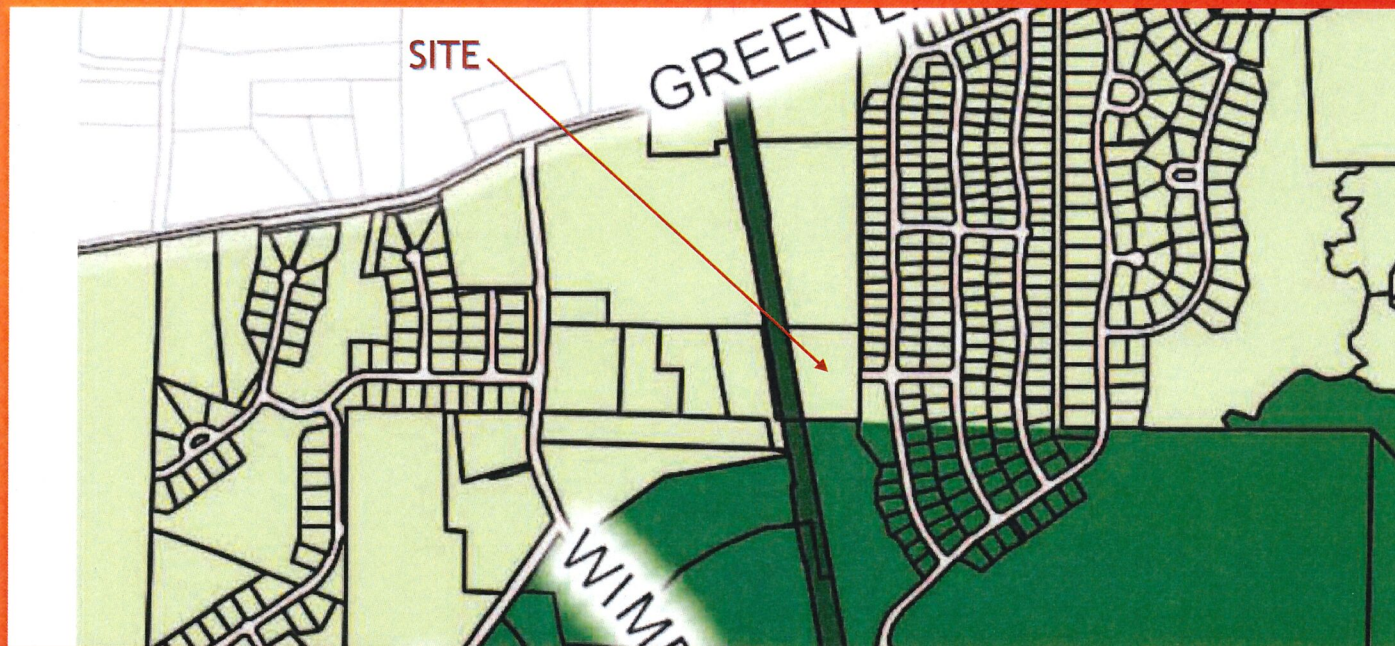
|           |  |
|-----------|--|
| B1        | Neighborhood Business                  |
| B2        | Downtown Business                      |
| CB        | Conservation Buffer                    |
| HDMR      | High Density Multi-Family Residential  |
| HDSR      | High Density Single-Family Residential |
| MD        | Medium Density Residential             |
| <b>LD</b> | <b>Low Density Residential</b>         |
| LI        | Light Industrial                       |
| MEC       | Major Employment Center                |
| MH        | Manufactured Housing Residential       |
| MHP       | Mobile Home Park                       |
| MORR      | Mixed Office-Residential-Retail        |
| O&I       | Office and Institutional               |
| PC        | Planned Commercial                     |
| PUD       | Planned Unit Development               |
| SD        | Sustainable Development                |
| TF        | Tech/Flex                              |
| RA        | Residential Agricultural               |
| RR        | Rural Residential                      |
| TND       | Traditional Neighborhood District      |
| -CU       | Conditional Use                        |
| -CZ       | Conditional Zoning                     |

## Proposed Zoning - LDR (Low Density Residential)

Proposed Density: 1.51 units/acre

Beauregard Place at Weddington Rezoning





## Town of Apex 2045 Land Use Plan

Beauregard Place at Weddington Rezoning

### Future Land Classifications

- Protected Open Space
- Rural Density Residential
- Low Density Residential**  
Single-family homes or a mix of single-family homes with duplexes, triplexes, quadplexes, and townhomes\*
- Medium Density Residential  
Single-family homes, duplexes, and townhomes
- Medium/High Density Residential  
Single-family homes, duplexes, triplexes, quadplexes, and townhomes\*
- High Density Residential  
Townhomes, triplexes, quadplexes, and apartments
- Office Employment
- Commercial Services
- Industrial Employment

### LOW DENSITY RESIDENTIAL

- Low Density Residential is intended to remain predominately rural in character and provide for low density single-family residential development on lots smaller than those in Rural Residential areas.
- The area is characterized by single-family homes on lots averaging 10,000 square feet with densities not to exceed three units per acre.
- Low Density Residential provides a transition from the more suburban areas of Apex to the rural edges of western Wake County.



# Beauregard Place at Weddington Rezoning Proposed Uses

- Detached Residential
- Accessory Apartment
- Utility, Minor
- Park, Active
- Park, Passive



# Beauregard Place at Weddington Rezoning Proposed Zoning Conditions

- LDR (Low Density Residential)
- Proposed Zoning Conditions
  - There shall be a maximum of five (5) lots



# Beauregard Place at Weddington Rezoning

- Discussion / Questions ???

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Lauren Staudenmaier, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ22 Old Ivey Road. The applicant, Ranjeet Agarwala, Estates at White Oak LLC, seeks to rezone approximately 8.82 acres from Rural Residential (RR) to Low Density Residential-Conditional Zoning (LD-CZ). The proposed rezoning is located at 1516 Old Ivey Road and 7620 McQueens Road.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

The properties to be rezoned are identified are PINs 0722890666 and 0722893526.

## Attachments

- Vicinity Map
- Application









## PETITION TO AMEND THE OFFICIAL ZONING MAP

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 21CZ22

Submittal Date: 9/1/2021

Fee Paid: \$1000

### Project Information

Project Name: Old Ivey Road Residential

Address(es): 1516 Old Ivey Rd, 7620 Mcqueens Dr

PIN(s): 0722-89-0666

0722-89-3526

Acreage: 8.82

Current Zoning: RR

Proposed Zoning: LD-CZ

Current 2045 LUM Classification(s): Low Density Residential

Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒

No ☐

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use:

Acreage: N/A

Area proposed as non-residential development:

Acreage: N/A

Percent of mixed use area proposed as non-residential:

Percent: N/A

### Applicant Information

Name: Estates at White Oak LLC - attn: Ranjeet Agarwala

Address: 2500 Stonington Drive

City: Apex

State: NC

Zip: 27523

Phone: (361) 228-2071

E-mail: ragarwala@hotmail.com

### Owner Information

Name: Daniel and Susan McMains

Address: 7825 Green Level Church Rd

City: Apex

State: NC

Zip: 27523

Phone:

E-mail:

### Agent Information

Name: Peak Engineering & Design, PLLC - attn: Jeff Roach, P.E.

Address: 1125 Apex Peakway

City: Apex

State: NC

Zip: 27502

Phone: (919) 439-0100

E-mail: jroach@peakengineering.com

Other contacts:

dwoods@peakengineering.com



## PETITION INFORMATION

Application #: 21CZ22 Submittal Date: 9/1/2021

An application has been duly filed requesting that the property described in this application be rezoned from RR \_\_\_\_\_ to LD-CZ \_\_\_\_\_. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

## PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

|    |                              |    |  |
|----|------------------------------|----|--|
| 1  | Single-family                | 21 |  |
| 2  | Accessory apartment          | 22 |  |
| 3  | Greenway                     | 23 |  |
| 4  | Recreation facility, private | 24 |  |
| 5  | Park, active                 | 25 |  |
| 6  | Park, passive                | 26 |  |
| 7  | Utility, minor               | 27 |  |
| 8  |                              | 28 |  |
| 9  |                              | 29 |  |
| 10 |                              | 30 |  |
| 11 |                              | 31 |  |
| 12 |                              | 32 |  |
| 13 |                              | 33 |  |
| 14 |                              | 34 |  |
| 15 |                              | 35 |  |
| 16 |                              | 36 |  |
| 17 |                              | 37 |  |
| 18 |                              | 38 |  |
| 19 |                              | 39 |  |
| 20 |                              | 40 |  |



## PETITION INFORMATION

Application #: 21CZ22 Submittal Date: 9/1/2021

## PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached list of zoning conditions.

## LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed single family residential development and additional uses are in keeping with the adopted 2045 Land Use Map as well as standards associated with residential development within an LD-CZ district.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed development will provide buffers to the adjacent residential property, including The Preserve at White Oak Creek and the existing homes along Old Ivey Road. The proposed use is compatible with the surrounding residential properties.



## **OLD IVEY ROAD RESIDENTIAL CONDITIONS OF ZONING**

### **Single-Family Detached Residential:**

1. The project density will not exceed 3.00 dwelling units/acre. Maximum number of units is 26 dwelling units. All lots shall be greater than 6,000 SF.
2. Setbacks shall be as follows within this development:
  - Front: Reduce from 25' minimum to 20' minimum
  - Side: Reduce from 8' minimum with a 20' aggregate to a 5' minimum
  - Rear: Reduce from 25' minimum to 15' minimum
  - Corner side: Reduce from 18' minimum to 15' minimum
3. Vinyl siding is not permitted; however, vinyl windows, decorative elements and trim are permitted.
4. Eaves shall project at least 12 inches from the wall of the structure.
5. The visible side of a home on a corner lot facing the public street shall contain at least 3 decorative elements such as, but not limited to, the following elements:

|                                   |                                 |
|-----------------------------------|---------------------------------|
| • Windows                         | • Decorative shake              |
| • Bay window                      | • Decorative gable              |
| • Recessed or Decorative window   | • Decorative air vents on gable |
| • Trim around the window          | • Decorative cornice            |
| • Wrap around porch or side porch | • Column                        |
| • Two or more building materials  | • Portico                       |
| • Decorative brick/stone          | • Balcony                       |
| • Decorative trim                 | • Dormer                        |
6. A varied color palette shall be utilized on homes throughout the subdivision, to include a minimum of two (2) color families for siding and shall include varied trim, shutter and accent colors complementing the siding color.
7. House entrances for units with front-facing single-car garages shall have a prominent covered porch/stoop area leading to the front door. Front façades and porches may encroach up to 5-feet into front setback provided the garage is located no closer than 20-feet from the right-of-way.
8. Garage may not protrude more than 5-feet from the front façade or front porch. Garage doors shall have windows, decorative details, or carriage-style adornments on them. Garage may protrude more than 5-feet with J-drives or courtyards for side entry doors.
9. All homes shall be pre-configured with conduit for a solar energy system.



**OLD IVEY ROAD RESIDENTIAL  
CONDITIONS OF ZONING  
(continued)**

10. Homeowners Association covenants shall not restrict construction of any accessory dwelling unit.
11. The roof shall be pitched at 5:12 or greater for 75% of the building designs.
12. The rear and side elevations of the units that can be seen from the right-of-way shall have trim around the windows.
13. Front porches shall be a minimum of 5 feet deep.
14. The overhead Duke Energy electric easement from Jenks Road to Old Ivey Road shall be counted towards the required RCA and buffer standards as identified within various UDO sections.
15. Vining Branch Way shall remain closed to construction traffic until dedicated to the Town of Apex.
16. Prior to recordation of the first Final Plat for the property, the developer shall provide a donation to the Town of Apex's Affordable Housing Fund (the "FUND") in the amount of \$215/dwelling unit.

The following conditions are provided as a result of the Environmental Advisory Board (EAB) meeting and have been incorporated in the rezoning request for the development:

1. The Development shall meet Apex UDO standards for post-development stormwater runoff rates. In addition, the post-development runoff for the 25-year stormwater event shall be mitigated to the pre-development rate.
2. SCMs shall not be permitted within riparian buffers. Tree clearing and grading shall only be permitted within riparian buffers if it is necessary to install public infrastructure, including but not limited to water, sewer, and greenways.
3. The Development shall install at least one (1) sign identifying environmental sensitive areas and/or at least one (1) pet waste station to discourage pet waste and chemical usage near RCA and SCMs.
4. A minimum of 50% of the required landscaping outside of RCA and perimeter buffers and all supplemental landscaping within RCA and perimeter buffers shall be native species listed in the Design & Development Manual or approved by staff to increase the native diversity to reduce irrigation and chemical use. This shall not apply to turf grass.
5. Native flora shall be used within the development, a minimum of 50% of the plantings for each planting group (tree, shrubs, etc.).
6. Warm season turf grasses shall be planted where turf grass is proposed.
7. Outdoor lighting shall be full cut-off and shielded to prevent glare and light spillover to minimize the impact on neighboring residential properties. LED fixtures shall be used and the lighting temperature shall be a maximum of 3,000K.
8. A minimum of three (3) native hardwood tree species shall be planted within the development.



## PETITION INFORMATION

Application #: 21CZ22 Submittal Date: 9/1/2021

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

The proposed development will comply with the UDO Section 4.4 Supplemental Standards as applicable.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

Through the installation of perimeter buffers, limited access to Old Ivey Road, architectural standards, and design standards similar to the adjacent properties, the project will minimize impacts on surrounding properties.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The site will minimize environmental impacts through perimeter vegetation avoidance/preservation, SCMs to reduce impact on downstream aquatic function, and utilize existing street stubs for access the property. The existing conditions on the property area not currently ideal for environmental protections.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

There are significant developments near the property with existing infrastructure, including water, sewer and roadway extensions, street stubs, a proposed fire station, park land acquisition on Wimberly Road, and other improvements to Town facilities.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The project will be annexed into the Town's corporate limits for public utilities and will have no negative impacts on surrounding property owners and the citizens of Apex and ETJ members.



## PETITION INFORMATION

Application #: 21CZ22 Submittal Date: 9/1/2021

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed LD-CZ is in keeping with the residential character of the northwest portion of Apex. The design will provide residential properties similar to the adjacent subdivisions recently approved by the Town of Apex.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The proposed list of uses do not constitute nuisance uses or hazardous uses based upon the size of the property, the number of future homes, and the extension of the adjacent Preserve at White Oak properties.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed development will comply with various section of the Town of Apex's Unified Development Ordinance (UDO), adopted plans, and standard specifications.



## AGENT AUTHORIZATION FORM

Application #: 21CZ22Submittal Date: 9/1/2021

Daniel M. McMains and wife Susan D. McMains is the owner\* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☒ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 1516 Old Ivey Rd and 7620 McQueens Dr

The agent for this project is: Peak Engineering & Design, PLLC

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)\*

Daniel McMains  
Daniel McMains  
 Type or print name

8/10/21  
 Date

Susan D. McMains  
Susan D. McMains  
 Type or print name

8/10/21  
 Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.



**AFFIDAVIT OF OWNERSHIP**Application #: 21CZ22Submittal Date: 9/1/2021

The undersigned, Daniel M. McMains and wife, Susan D. McMains (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 1516 Old Ivey Road and 7620 McQueens Drive and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 5/30/2006, and recorded in the Wake County Register of Deeds Office on 5/30/2006, in Book 011981 Page 02282.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 5/30/2006, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 5/30/2006, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 10 day of August, 2021.

Denise Elliott Patterson (seal)

Denise Elliott Patterson

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that

Daniel M. McMains + Susan D. McMains, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Daniel M. McMains + Susan D. McMains, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.

Denise Elliott Patterson

Notary Public

State of North Carolina

My Commission Expires: 5-26-2025

[NOTARY SEAL]

## AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION

Application #: 21CZ22

Submittal Date: 9/1/2021

**Insert legal description below.**

**Parcel One**

BEGINNING at a nail in the center line of State Road 1601, said nail being the northeast corner of R. C. Tunstall according to map herein-after referred to, and said nail also being South 60 degrees 38 minutes 25 seconds West 39.21 feet from Leslie E. Brown's property; runs thence as Tunstall's north line the following courses and distances: North 68 degrees 25 minutes 50 seconds West 300 feet to an iron pipe; North 55 degrees 17 minutes 10 seconds West 100 feet to an iron pipe; North 40 degrees 07 minutes 05 seconds West 141.48 feet to an iron pipe; North 70 degrees 06 minutes 25 seconds West 158.80 feet to an iron pipe, the southeast corner of the property of now or formerly J. E. Howard, Jr.; thence as Howard's east line North 00 degrees 02 minutes 30 seconds East 588.83 feet to an iron pipe; thence South 74 degrees 19 minutes East 193.46 feet to a point in the center of a new soil road; thence as the center line of said new soil road on a curve to the left having a radius of 985 feet an arc distance of 324.66 feet to a point; thence continuing with said road South 14 degrees 12 minutes East 102.93 feet to a point; thence continuing as the center line of said road on a curve to the left having a radius of 603 feet an arc distance of 582 feet to a point in the center line of said State Road 1601; thence as the center line of State Road 1601 South 60 degrees 38 minutes 25 seconds West 39.21 feet to the point and place of BEGINNING, and containing 3.82 acres, more or less, according to a map entitled "Plat of Land of Mrs. Evelyn J. Patrick, White Oak Township, Wake County, N.C." dated January, 1970, and prepared by Felton Lowman, Registered Engineer. See also Tracts A and B in Book of Maps 1983, Page 1293, Wake County Registry.

**Parcel Two**

BEGINNING at an iron pipe in the eastern line of R. C. Tunstall, said iron pipe being the southwest corner of the Evelyn J. Patrick property as shown on map recorded in Book of Maps 1969, Volume 3, Page 320; runs thence as the south line of Evelyn J. Patrick South 86 degrees 15 minutes 25 seconds East 319.23 feet to an iron pipe; thence South 00 degrees 02 minutes 30 seconds West 648.93 feet to an iron pipe in the northern property line of R. C. Tunstall; thence as Tunstall's north line the following courses and distances: North 70 degrees 06 minutes 25 seconds West 141.20 feet to an iron stake; North 89 degrees 35 minutes 25 seconds West 200 feet to an iron stake; and North 64 degrees 40 minutes 25 seconds West 56 feet to an iron pipe in R. C. Tunstall's east line; thence as Tunstall's east line North 06 degrees at 09 minutes 35 seconds East 599.80 feet to the point and place of BEGINNING, and containing five acres, more or less.



## Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

[studentassignment-gis-group@wcpss.net](mailto:studentassignment-gis-group@wcpss.net)

| Developer Company Information                |   |
|--|---|
| <b>Company Name</b>                          | Estates at White Oak, LLC                         |
| <b>Company Phone Number</b>                  | (919) 333-0701                                    |
| <b>Developer Representative Name</b>         | Ranjeet Agarwala                                  |
| <b>Developer Representative Phone Number</b> | same  |
| <b>Developer Representative Email</b>        | kamalcat@gmail.com or ranjeetagarwala@hotmail.com |

| New Residential Subdivision Information                                |                             |
|--|-----------------------------|
| <b>Date of Application for Subdivision</b>                             | September 2021              |
| <b>City, Town or Wake County Jurisdiction</b>                          | Town of Apex                |
| <b>Name of Subdivision</b>   | Old Ivey Road Residential   |
| <b>Address of Subdivision (if unknown enter nearest cross streets)</b> | 8.82 acres                  |
| <b>REID(s)</b>   | 0046520 & 0046521           |
| <b>PIN(s)</b>  | 0722-89-0666 & 0722-89-3526 |

| Projected Dates Information                       |              |
|---|--------------|
| <b>Subdivision Completion Date</b>                | 2023         |
| <b>Subdivision Projected First Occupancy Date</b> | January 2022 |

| Lot by Lot Development <i>Information</i> |                  |               |          |           |           |           |           |                   |       |             |      |                                      |         |      |         |      |         |
|---|------------------|---------------|----------|-----------|-----------|-----------|-----------|-------------------|-------|-------------|------|--------------------------------------|---------|------|---------|------|---------|
| Unit Type                                 | Total # of Units | Senior Living | Studio   | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | Square Foot Range |       | Price Range |      | Anticipated Completion Units & Dates |         |      |         |      |         |
|   |                  |               |          |           |           |           |           | Min               | Max   | Low         | High | Year                                 | # Units | Year | # Units | Year | # Units |
| Single Family                             | 26               |               |          |           |           |           | 26        | 2,500             | 4,500 | TBD         | TBD  | 2022                                 | 7       | 2023 | 19      |      |         |
| Townhomes                                 |                  |               |          |           |           |           |           |                   |       |             |      |                                      |         |      |         |      |         |
| Condos                                    |                  |               |          |           |           |           |           |                   |       |             |      |                                      |         |      |         |      |         |
| Apartments                                |                  |               |          |           |           |           |           |                   |       |             |      |                                      |         |      |         |      |         |
| Other                                     |                  |               | 9/1/2021 | 9/1/2021  | 9/1/2021  |           |           |                   |       |             |      |                                      |         |      |         |      |         |



## NOTICE OF NEIGHBORHOOD MEETING

August 10, 2021

Dear Neighbor,

You are invited to a neighborhood meeting on **August 26, 2021** to review and discuss the rezoning proposal at:

1516 Old Ivey Rd, Apex, NC 27523

0722-89-0666

7620 Mcqueens Dr, Apex, NC 27523

0722-89-3526

in accordance with the Town of Apex Neighborhood Meeting Procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted.

### Description of Proposal:

This meeting will discuss the rezoning of the above parcels from Residential Rural (RR) to Low Density Conditional Zoning (LD-CZ) to support the development of single family detached subdivision

Due to COVID-19, the neighborhood meeting will be held via Zoom, see below. If you have any questions, please email or call Jeff Roach at [jroach@peakengineering.com](mailto:jroach@peakengineering.com) or (919) 439-0100. You may also email Jeff for the link itself.

### LINK:

<https://us02web.zoom.us/j/89848288548?pwd=YVYwV21kdnk0QmJYOUmzTlITQjkrUT09>

**Estimated Submittal Date:** September 1, 2021



## NOTICE OF NEIGHBORHOOD MEETING

**LINK:**

<https://us02web.zoom.us/j/89848288548?pwd=YVYwV21kdnk0QmJYOUmzTlITQjkrUT09>

### Meeting Information

|                        |   |
|------------------------|---|
| Property Owners Names: | Daniel and Susan McMains  |
| Applicants:            | Abdul Kamalpasha (Spectrum Investment Solution, LLC)  |
| Contact Information:   | Jeff Roach, <a href="mailto:jroach@peakengineering.com">jroach@peakengineering.com</a> , 919-439-0100 |
| Meeting Address:       | Meeting being held via Zoom   |
| Date of Meeting:       | 8/26/2021   |
| Time of Meeting:       | 5:30  |

### Meeting Agenda Times

|                       |           |
|-----------------------|-----------|
| Welcome:              | 5:30-5:40 |
| Project Presentation: | 5:40-5:55 |
| Question & Answer:    | 5:55-     |





|   |   |   |
|---|---|---|
|   |   | ANNAMALAI, SELVAKUMAR CHELLAMUTHU<br>RAMAMOORTHY, SAI SARANYA<br>615 VINE POND CT<br>APEX NC 27523-8519 |
|   | ARAVETI, VENKATA SUDEEP<br>THALLAM, SWATHI<br>619 VINE POND CT<br>APEX NC 27523-8519      | BALASANI, UGENDER KAKADE, PREETI<br>733 VINE POND CT<br>APEX NC 27523-8500                              |
| BANDE, NITIN PATHARE, RAJASHREE<br>717 VINE POND CT<br>APEX NC 275238500                  | BASU, SUDEEP PALIT, MANASI<br>732 VINE POND CT<br>APEX NC 27523-8500                      | BHADORIA, VIKAS CHAUHAN, ASHA<br>SINGH<br>2540 WINDING BRANCH TRL<br>APEX NC 27523-8504                 |
| BOBBA, SRIRAMA SATYA KRISH<br>KODAVANTI, SWATHI<br>725 VINE POND CT<br>APEX NC 27523-8500 | BRASWELL, ROBERT KEITH<br>301 GRAND HELTON CT<br>APEX NC 27502-4102                       | BRASWELL, ROBERT KEITH<br>1505 OLD IVEY RD<br>APEX NC 27523-5998  |
| BUCKINGHAM, BRAD A<br>BUCKINGHAM, MICHELE L<br>7721 JENKS RD<br>APEX NC 27523-7819        | CARROLL, JUSTIN CARROLL, JESSICA<br>1452 OLD IVEY RD<br>APEX NC 27523-8506                | CUI, BO JIN, HAIWEN<br>713 VINE POND CT<br>APEX NC 27523-8500   |
| GREEN, NATHAN GREEN, APRIL<br>2568 WINDING BRANCH TRL<br>APEX NC 27523-8504               | HUSSAIN, AZMAT F HUSSAIN, MERYEM<br>2575 WINDING BRANCH TRL<br>APEX NC 27523-8504         | KETHIREDDY, PRAVEEN THUMMALA,<br>MADHAVI<br>718 VINE POND CT<br>APEX NC 27523-8500                      |
| KOKKULA, KIRAN YAGNI, SRIDEVI<br>616 VINE POND CT<br>APEX NC 27523-8519                   | KONERU, PHANEENDRA KONERU, SRI<br>LAKSHMI<br>709 VINE POND CT<br>APEX NC 27523-8500       | KORHALE, PADMABHUSHAN THORAT,<br>JYOTSNA<br>623 VINE POND CT<br>APEX NC 27523-8519                      |
| LANDGE, SACHIN PRASHANT LANDGE,<br>SWATI SACHIN<br>608 VINE POND CT<br>APEX NC 27523-8519 | LE, ROUX ANDRE<br>2531 WINDING BRANCH TRL<br>APEX NC 27523-8504                           | LEE, ERIC LEE, HAE YOUNG<br>2556 WINDING BRANCH TRL<br>APEX NC 27523-8504                               |
| LUI, CHU KUANG LI, HSIANG<br>2535 WINDING BRANCH TRL<br>APEX NC 27523-8504                | LUO, MENGLIN XIONG, YAN<br>PO BOX 319<br>MORRISVILLE NC 27560-0319                        | MAYNARD, IRA HENRY WICKETT<br>MAYNARD, LINDA MEADE<br>7728 JENKS RD<br>APEX NC 27523-7818               |
| MCMAHON, KEVIN JOSEPH<br>MCMAHON, TARA COLLINS<br>604 VINE POND CT<br>APEX NC 27523-8519  | MCMAINS, DANIEL M MCMAINS,<br>SUSAN D<br>7825 GREEN LEVEL CHURCH RD<br>APEX NC 27523-9467 | MCMAINS, WORTH W MCMAINS,<br>CAREY M<br>7809 JENKS RD<br>APEX NC 27523-7820                             |

MERAKANAPALLI, SRAVAN KATIKALA,  
SUSHMA  
705 VINE POND CT  
APEX NC 27523-8500

MOHANTY, SANJAY CHAND, SUNITA  
2547 WINDING BRANCH TRL  
APEX NC 27523-8504

MOOLENAAR, GWEN MARIE BERNIER, JAMES  
JR  
2557 WINDING BRANCH TRL  
APEX NC 27523-8504

MUTHYAM, MURALI POODARI, SUSHMA  
RANI  
2561 WINDING BRANCH TRL  
APEX NC 27523-8504

NARAYANA SETTY, PRASANNA KUMAR  
PRASANNA KUMAR, RAJESHWARI  
2581 VINING BRANCH WAY  
APEX NC 27523-8520

NARREDDI, SATESH PAVAN KUMAR  
KASIREDDI, CHANDRA KALA  
620 VINE POND CT  
APEX NC 27523-8519

NARWAL, NARENDER NARWAL, VINITA  
612 VINE POND CT  
APEX NC 27523-8519

NEWTON, THOMAS JR NEWTON, AMANDA  
2500 SIDEWINDER CT  
APEX NC 27523-8503

NGUYEN, NGHI CUONG CAO, JOLENE HA  
2580 WINING BRANCH WAY  
APEX NC 27523-8520

NIKHARGE, YATEEN LAXMAN GUNDALE,  
ANUJA RAM  
726 VINE POND CT  
APEX NC 27523-8500

OVERTON, STEVEN KITCHEL-OVERTON, KARA  
JOAN  
611 VINE POND CT  
APEX NC 27523-8519

PATEL, DHARMESHKUMAR PATEL, HIMA  
2539 WINDING BRANCH TRL  
APEX NC 27523-8504

PATEL, PAREEN  
2560 WINDING BRANCH TRL  
APEX NC 27523-8504

PEABODY, SANDRA  
1513 OLD IVEY RD  
APEX NC 27523-5998

PENLEY, SARAH G PENLEY, FRED WINSTON  
1013 SUNSET MEADOWS DR  
APEX NC 27523-6742

PRAJAPATI, DHRUMIL PRAJAPATI, DEVANSHI  
721 VINE POND CT  
APEX NC 27523-8500

RAJAGOPAL, SARAVANAPERUMAL  
RENGASAMY, VIJAYALAKSHMI  
2552 WINDING BRANCH TRL  
APEX NC 27523-8504

REDDY, PRATHAP AMERVAI DEVI, RAMA  
AMERWAI  
729 VINE POND CT  
APEX NC 27523-8500

REDER, CHRISTOPHER JOSEPH REDER,  
MEGHANN ELIZABETH  
1028 SUNSET MEADOWS DR  
APEX NC 27523-6742

SANKO, ANNA  
712 VINE POND CT  
APEX NC 27523-8500

SCHULZ, JANE B  
1453 OLD IVEY RD  
APEX NC 27523-8506

SHETTY, ROHIT S SHETTY, SHARANYA R  
2543 WINDING BRANCH TRL  
APEX NC 27523-8504

SINGH, PRASHANT BAMIL, RENU  
2585 VINING BRANCH WAY  
APEX NC 27523-8520

SUBRAMANIAN, ANAND  
SIVARAMAKRISHNAN, AARTHY  
2579 WINDING BRANCH TRL  
APEX NC 27523-8504

THAKKAR, KETANKUMAR THAKKAR,  
MARGI KETANKUMAR  
627 VINE POND CT  
APEX NC 27523-8519

THE PRESERVE AT WHITE OAK CREEK  
HOMEOWNERS ASSOCIA  
15501 WESTON PKWY STE 100  
CARY NC 27513-8636

TRUNKWALA, ABBASALI TRUNKWALA,  
SHABNAM  
701 VINE POND CT  
APEX NC 27523-8500

TUNSTALL, EURA ELIZABETH  
11725 RANBURNE RD  
MINT HILL NC 28227-5647

VADHERA, GIRIK MEHRISHI, APOORVA  
2548 WINDING BRANCH TRL  
APEX NC 27523-8504

WANG, ZHAOQIANG  
2544 WINDING BRANCH TRL  
APEX NC 27523-8504



YAO, JING  
2501 SEWINDR CT  
APEX NC 27523-8503

YIN, JIE YANG, CHEN  
2584 VINING BRANCH WAY  
APEX NC 27523-8520

TOWN OF APEX  
PO BOX 250  
APEX NC 27502

CURRENT TENANT  
1516 OLD IVEY RD  
APEX NC 27523

CURRENT TENANT  
1524 OLD IVEY RD  
APEX NC 27523

CURRENT TENANT  
1533 OLD IVEY RD  
APEX NC 27523

CURRENT TENANT  
1537 OLD IVEY RD  
APEX NC 27523

CURRENT TENANT  
2505 SEWINDR CT  
APEX NC 27523

CURRENT TENANT  
775 WHITE OAK GROVE WAY  
APEX NC 27523

ALLURI, PRUDHVI KARUTURI, SRI  
HARSHITHA  
708 VINE POND CT  
APEX NC 27523-8500

AMBALAVANAN, SUBBIAH  
2564 WINDING BRANCH TRL  
APEX NC 27523-8504

APEX PROPERTIES & RENTALS LLC  
11725 RANBURNE RD  
MINT HILL NC 27227-5647

# NOTICE OF NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

8/10/2021

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

1516 OLD IVEY RD, APEX, NC 27523 0722-89-3526

7620 MCQUEENS DR, APEX, NC 27523 0722-89-0666

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](http://www.apexnc.org/180/Planning-Community-Development) or the [Apex Development Report](http://www.apexnc.org/180/Planning-Community-Development) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

A Neighborhood Meeting is required because this project includes (check all that apply):

| Application Type   | Approving Authority                |
|--|------------------------------------|
| <input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)                      | Town Council                       |
| <input type="checkbox"/> Major Site Plan   | Town Council (QJPH*)               |
| <input type="checkbox"/> Special Use Permit  | Town Council (QJPH*)               |
| <input checked="" type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions) | Technical Review Committee (staff) |

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

Rezoning for the 8.82 acres owned by Daniel M. and Susan D. McMains.

The development will be new single family residential homes.

Estimated submittal date: September 1, 2021

## MEETING INFORMATION:

Property Owner(s) name(s):

Daniel M. and Susan D. McMains

Applicant(s):

Abdul Kamalpasha (Estates at White Oak, LLC)

Contact information (email/phone):

Jeff Roach, jroach@peakengineering.com, (919) 439-0100

Meeting Address:

Meeting held via zoom. Refer to other sheet for link

Date/Time of meeting\*\*:

August 26, 2021 @ 5:30

## MEETING AGENDA TIMES:

Welcome: 5:30

Project Presentation: 5:40-5:55

Question & Answer: 5:55-

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning and Community Development Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning-Community-Development>.



# PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

## Development Contacts:

Project Name: Old Ivey Road Residential Zoning: RR to LD-CZ

Location: 7620 McQueen Dr, 1516 Old Ivey Rd

Property PIN(s): 0722-89-066, 0722-89-3526 Acreage/Square Feet: 8.82

Property Owner: Daniel M. and Susan D. McMains

Address: 7825 Green Level Church Rd

City: Apex State: NC Zip: 27523

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Developer: Spectrum Investment Solutions, LLC, Attn: Abdul Kamalpasha

Address: 109 Elway Drive

City: Clayton State: NC Zip: 27560

Phone: (919) 333-0701 Fax: \_\_\_\_\_ Email: kamalcat@gmail.com

Engineer: Peak Engineering & Design, attn: Jeff Roach

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: 919-439-0100 Fax: \_\_\_\_\_ Email: jroach@peakengineering.com

Builder (if known): unknown

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

|   |                |
|---|----------------|
| Planning and Community Development Department Main Number<br>(Provide development name or location to be routed to correct planner) | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks and Greenways Planner                                    | (919) 249-7468 |
| Public Works - Transportation<br>Russell Dalton, Senior Transportation Engineer   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)        | (919) 249-3537 |
| James Gregg, Utility Engineering Manager (Water & Sewer)  | (919) 249-3324 |
| Electric Utilities Division<br>Rodney Smith, Electric Technical Services Manager  | (919) 249-3342 |

# NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: Meeting held via zoom. Refer to other sheet for link

Date of meeting: 8/26/2021 Time of meeting: 5:30 pm

Property Owner(s) name(s): Daniel M. and Susan D. McMains

Applicant(s): Abdul Kamalpasha (Estates at White Oak, LLC)

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

|     | NAME/ORGANIZATION  | ADDRESS | PHONE # | EMAIL | SEND PLANS & UPDATES |
|-----|--|---------|---------|-------|----------------------|
| 1.  |  |         |         |       |                      |
| 2.  | A list of the residents in attendance is included within the neighborhood meeting report |         |         |       |                      |
| 3.  |  |         |         |       |                      |
| 4.  |  |         |         |       |                      |
| 5.  |  |         |         |       |                      |
| 6.  |  |         |         |       |                      |
| 7.  |  |         |         |       |                      |
| 8.  |  |         |         |       |                      |
| 9.  |  |         |         |       |                      |
| 10. |  |         |         |       |                      |
| 11. |  |         |         |       |                      |
| 12. |  |         |         |       |                      |
| 13. |  |         |         |       |                      |
| 14. |  |         |         |       |                      |

Use additional sheets, if necessary.



## SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Daniel M. and Susan D. McMains

Applicant(s): Abdul Kamalpasha (Estates at White Oak, LLC)

Contact information (email/phone): Jeff Roach, jroach@peakengineering.com, (919) 439-0100

Meeting Address: Meeting held via zoom. Refer to other sheet for link

Date of meeting: 8/26/2021

Time of meeting: 5:30 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

A neighborhood meeting report is attached with the questions and answers provided.

Applicant's Response:

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Question/Concern #2:

Applicant's Response:

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Question/Concern #3:

Applicant's Response:

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Question/Concern #4:

Applicant's Response:

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# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Jeffrey A. Roach, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at virtual meeting (ZOOM) (location/address)  
on 8/26/2021 (date) from 5:30 pm (start time) to 7:30 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.


8/26/2021  
Date

By: 

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL H. WOODS, a Notary Public for the above State and County, on this the 26 day of AUGUST, 2021.



  
Notary Public  
DANIEL H. WOODS  
Print Name

My Commission Expires: 11/18/2023



## **Old Ivey Road Residential Neighborhood Meeting for the Rezoning and Master Subdivision Plan 5:30 pm August 26, 2021**

The ZOOM meeting for the Old Ivey Road Residential began at 5:32 pm and was hosted by Jeff Roach with Peak Engineering & Design. A brief introduction was made for everyone on the call, the participants were directed to the CHAT BOX function in ZOOM to type questions, and the virtual meeting protocol was discussed to try and keep the meeting moving along.

A project introduction was then provided, the location within Wake County GIS' website was shared for all to see. After the location of the property was identified for everyone on the call, we walked through the existing site conditions, the existing zoning, the purpose of the 2045 Land Use Plan, the current sketch plan showing the residential layout (SP-5 to be exact). Everyone was informed that the sketch plan is not a final design for the site and is used to show buffers, access points, lot locations, preliminary lot sizes, and other site-specific items for the property. Following a discussion related to the above items, the list of permitted uses was shown to all with Single Family Residential Lots being the primary (accessory apartment, utility minor, parks, and private recreation facility were also included). The discussion centered around the proposed buffers and access points.

After showing the different items, the presentation switched to address the questions which had been entered in the CHAT BOX. Below are the questions as well as a summary of the answer that was provided with each question. Additional questions were voiced by the adjacent property owners and were answered to the best of our knowledge at this point.

After answering the CHAT BOX questions, the verbal questions, and reviewing the project timeline with everyone on the call, Peak's email address and phone number was again provided to assist with any follow up questions post-meeting. The adjacent property owners dropped off the call around 6:30 pm and the ZOOM meeting was terminated around 7:30 pm.

Below is a summary of the questions and discussions which were had. There were a number of discussions which were had, many of them answering multiple questions or bringing up additional questions. This summary tries to highlight the presentation and discussions as accurately as possible. A copy of this meeting summary will be emailed to the participants once the zoning package is submitted.

**Following are the questions which were provide through the ZOOM meeting CHAT BOX features.**

**Answers were provided verbally and summarized below.**

Good evening everyone. This is the chat box to type any questions you may have. This makes is easier and more orderly to ask questions and for me to record the questions/answers as well.

From bbuckingham

With the addition of these homes, would they be proposing sidewalks on Old Ivey?

*Yes, sidewalk will be added along the property's frontage on Old Ivey Road.*

From Sanjay's

Do they have their own community center?

*We have set aside a small area but it is likely too small to support a large pool or clubhouse.*

From bbuckingham

With the increased traffic resulting from the larger neighborhood, are there proposed changes to the intersection of Jenks or Jenks Road itself?

*There are no proposed changes to the intersection of Old Ivey and Jenks Road.*

From Andre

The barrier states 10ft between the property. Can we increase that to 25 ft?

*We are unable to increase the buffer to 25'. With the existing 20' buffer and proposed 10' buffer, there will be a 30' preserved area between the existing Preserve at White Oak lots and the new lots.*

From Girik

What kind of barrier/s are you going to place for privacy- Trees, fencing, etc.?

*Landscaping is proposed to the Town's standard between uses. This includes the preservation of existing vegetation and supplementing to "fill gaps" in the existing vegetation – fences are not proposed.*

From Sanjay's

How many opening roads into Preserve at White Oak?

*Just the one extension of Vining Branch Way into the development.*

From Devanshi

What will be total buffer between the lots on Vine Pond Ct and new community?

How many trees will be removed? Will there be a tree buffer between this community and PWO?

*The total buffer width will be 30' (20' existing and 10' additional between the lots). The buffers are undisturbed and only work in the area will be to supplement the existing vegetation.*

From bbuckingham

I saw online that the 2 lots across the street on Old Ivey went through Apex annexation. Is that in any way connected to this neighborhood extension? Curious if it will become a similar use.

*The two lots on the east side of Old Ivey Road are not part of the proposed development. They have been annexed but the reason is unknown.*



From Padmabhushan Korhale

How much buffer will there be between existing houses near vining branch way house & a storm water pond? And will there be any fence around storm water pond?

*A proposed 10' buffer along with the existing 20' buffer will be adjacent to the lots and the SCM. We are looking into a fence around the top of the pond.*

From Carol Li

What is "proposed RCA on the right lower lots?

*RCA stands for Resource Conservation Area [an explanation of RCA was then provided]*

From KT\_iPhone

Would Vinning Branch kept closed to construction traffic?

*That is the plan during construction. Once the streets are accepted, the opening of the street will be the Town's decision.*

From Eura

For those who asked about the 2 acres near the deal..NO. I am building a food forest and sanctuary for REAL FOOD. Could you please walk through how this will impact the property at 1537 Old Ivey...the 2 acre corner property?

*The project will not impact the existing 2 acres in SW corner of the proposed development (PIN 0722-89-5121) as this lot is adjacent to proposed RCA.*

Please talk through the buffers and protections my food forest and sanctuary will receive?

*Discussed the proposed site buffer and what they are.*

In addition to a sidewalk, what are the other uses the little strip along ively?

*The only items along Old Ivey is the sidewalk, curb and gutter, and improvement to ½ of the pavement section to bring it up to Town of Apex standards.*

What about mcqueens road? will there be traffic on that?

*There may be temporary construction traffic until the access to Old Ivey Road is constructed. Once the main entrance to Old Ivey is complete, McQueens Road will be abandoned/left in place for the adjacent property owner (if they want it).*

great question about mosquitoes! I always notice how FEW mosquitoes I deal with in Apex versus here in Charlotte. Probably because my 2 acres is a natural area...and enough beneficial insects exist to eat the mosquitoes. I have a good ecosystem working on that property.

From Pareen Patel

Within the 10-foot buffer that will be provided, you mentioned existing vegetation, and Type B shrubland. Is there a possibility to supplement with fast-growing privacy trees (Leyland cypress, green giant etc) to ensure privacy and the maintain the integrity of a wooded lot?

*Yes. The existing vegetation in the 10' buffer will be evaluated during Master Subdivision and Construction Document design to supplement as needed to meet the Type B standards. If evergreens are required, we will specify fast growing within the Town's "list of native species" within the development. But not Leyland cypresses.*

From bbuckingham

(Pareen, You may not want Leylands. We planted over a dozen and none survived)

But there are some nice fast growing trees that may be more disease resistant.

From Pareen Patel

Excellent point, it's the only fast-growing privacy tree I could think of from the top of my head 😊

From KT\_iPhone

What is the timeline for construction?

*Went through the entire timeline from zoning submittal, to Master Subdivision Plan, to CDs, construction and the start of home construction. The overall time line was very high level to avoid confusion.*

From Eura

NO TO LELANDS!!!! THEY ARE NOT THE RIGHT TREES FOR NC...THEY DIE!!!! USE YAUPON HOLLIES...GREAT FOR TEA...only native tree for US with caffeine

lelands ALWAYS turn into EYESORES...every arborist KNOWS THIS...

*Agree with Eura and will not specify Leylands within the development.*

From KT\_iPhone

Has a traffic study been done for impact on existing community?

*A TIA has not been completed as the project does not meet Town or NCDOT thresholds for a study.*

From bbuckingham

I like the idea of close park and fire station!

*A side conversation began with the future phases of the Preserve at White Oak, the Town's plan for a park, a future fire station, and eventually access to the American Tobacco Trail.*

From Pareen Patel

Could you go over the proposed lot sizes of the new community again?

*Reviewed the sketch plan with the neighbors from the 6,000 SF lots to the 13,000 Sf lot within the development.*

From KT\_iPhone

Who is the builder?

*A builder has not been included in the development. The buyers are going to decide if they want a "family compound" or sell to a local building or deal with Toll Brothers/Taylor Morrison next door.*

From Pareen Patel

Appreciate the info

From KT\_iPhone

Thank you! Appreciate all the answers.



**Following are questions asked after the presentation and/or during the review of the above “CHAT BOX” questions.**

A discussion was held about reasonable traffic patterns and possible cut through traffic from The Preserve at White Oak through the new development to Old Ivey Road.

*By providing multiple access points with plenty of twists and turns, no one route should be traveled by all. Stop signs and turns will also help to control traffic speed.*

**Following are emails which were received prior to or after the neighborhood meeting**

No emails were received prior to submittal to the Town of Apex for the Rezoning Package.

**OLD IVEY ROAD RESIDENTIAL  
REZONING AND MASTER SUBDIVISION NEIGHBORHOOD ATTENDANCE SHEET**

| Name                      | Email address/contact information<br>(if provided) | Address<br>(if known)   | City<br>(if known) |
|---------------------------|--|-------------------------|--------------------|
| Ketankumar Thakker        |  | 627 Vine Pond Road      | Apex, NC           |
| Padmabhushan Korhale      |  | 623 Vine Pond Road      | Apex, NC           |
| Devanshi Prajapati        |  | 721 Vine Pond Road      | Apex, NC           |
| Girik Vadehra             |  | 2548 Winding Branch Tr  | Apex, NC           |
| Pareen Patel              |  | 2560 Winding Branch Tr  | Apex, NC           |
| Sanjay Mohanti            |  | 2547 Winding Branch Tr  | Apex, NC           |
| Andre Le Roux             |  | 2531 Winding Branch Tr  | Apex, NC           |
| Hsiang Li                 |  | 2535 Winding Branch Tr  | Apex, NC           |
| Christopher Reder         |  | 1028 Sunset Meadows Dr  | Apex, NC           |
| Brad Buckingham           |  | 7721 Jenks Road         | Apex, NC           |
| Eura Tunstall             |  | 11725 Ranburne Rd       | Mint Hill, NC      |
|                           |  | 1533 Old Ivey Rd        | Apex, NC           |
|                           |  |                         |                    |
|                           |  |                         |                    |
| Jeff Roach                |  | 1125 Apex Peakway       | Apex, NC           |
| Peak Engineering & Design |  |                         |                    |
| Ranjeet Agarwala          |  | 2500 Stonington Drive   | Cary, NC           |
| Abdul Kamalpasha          |  | 101 Lonesome Pine Drive | Cary, NC           |
|                           |  |                         |                    |



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Sarah Van Every, Senior Planner

Department(s): Planning and Community Development

### Requested Motion

Motion to set Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ23 Scotts Ridge Office and Veterinary Hospital. The applicant, Jeff Roach, Peak Engineering and Design, LLC., seeks to rezone approximately 1.45 acres from Residential Agricultural (RA) to Neighborhood Business-Conditional Zoning (B1-CZ). The proposed rezoning is located at 0 & 6633 Apex Barbecue Road.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

The properties to be rezoned are identified as PINs 0731487012 & 0731475977.

## Attachments

- Vicinity Map
- Application







Bungalow Park  
at Scotts Mill

Bungalow Park Dr

Milk Paint Aly

Restoration Way

Scotts Ridge Trl

Scotts Mill

Handhew St

Apex Barbecue Rd

Rezoning #21CZ23

Scotts Ridge  
Elementary School



# (REZONING) PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP



## REZONING PETITION SUBMISSION:

Applications and fees are due by 12:00 pm on the first business day of each month. See the [Rezoning Schedule](#) on the website for details.

**LATE FEE: \$300**

## REZONING PETITION FEES:

Conditional Zoning: \$1,000.00

Rezoning: \$700.00\*

\*No zoning conditions may be added to address concerns of staff, adjacent property owners, Planning Board, or Town Council

**PRE-APPLICATION MEETING:** Separate pre-application meetings with the Technical Review Committee (TRC) and the Environmental Advisory Board (EAB) are required to be scheduled prior to the submittal of a PD Plan for PUD-CZ.

Pre-application meetings with the TRC are typically scheduled during regular business hours on the 1<sup>st</sup>, 2<sup>nd</sup>, and 5<sup>th</sup> Thursdays of the month and pre-application meetings with the EAB are held at 6 p.m. on the 3<sup>rd</sup> Thursday of the month during the regularly scheduled EAB meeting.

To schedule a meeting, applicants must e-mail a pdf map of the parcel(s) to be rezoned and a completed [Rezoning Pre-Application Meeting Request](#) form to Planner Lauren Staudenmaier ([lauren.staudenmaier@apexnc.org](mailto:lauren.staudenmaier@apexnc.org)) no later than five (5) working days prior to the desired meeting day.

**PURPOSE OF A CONDITIONAL ZONING:** Conditional Zoning (CZ) Districts are zoning districts in which the development and use of property is subject to the ordinance standards applicable to the corresponding general use district as well as additional rules, regulations, and conditions that are imposed as part of the legislative decision creating the district. A Conditional Zoning (CZ) District allows particular uses to be established only in accordance with site specific standards and conditions pertaining to each individual development project. All site-specific standards and conditions must be consistent with the objectives of these regulations, the adopted 2045 Land Use Map, and adopted area plans. The review process established in this part provides for the accommodation of such uses by a reclassification of property into a CZ District, subject to site-specific standards and conditions.

**NEIGHBORHOOD MEETING:** Neighborhood meetings are required per UDO Sec. 2.2.7 prior to application submission. The applicant is required to notify property owners, tenants, and any neighborhood association that represents citizens that are abutting or within 300 feet of the subject property via first class mail a minimum of 14 days in advance of the neighborhood meeting. The notification list must be obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) and will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. The applicant shall submit "Neighborhood Meeting Packet" forms included in this application packet with their initial submittal.

**ANNEXATION REQUIREMENTS:** If a property or portion thereof subject to this rezoning is outside the corporate limits and ETJ, an [annexation petition](#) is **required** to be submitted on the same day as this application.

## Electronic Submittal Requirements (submit in IDT): [Click here to access IDT Plans Website](#)

- Upload one full copy of the application and other sheets listed below via IDT.

## Hard Copy Submittal Requirements: Submit to Planning Department

- One (1) original Rezoning Petition Application
- Legal Description (metes and bounds)
- Agent Authorization Form
- Affidavit of Ownership
- Neighborhood Meeting Packet
- If applicable: Annexation Petition, map, legal description, and \$200.00 fee
- Notification list including property owners of the land subject to the application, all property owners and tenants abutting and located within 300 feet of the land subject to the application, and any neighborhood association that represents citizens within the notification area. This list must be obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) and will be provided within 5-10 business days of the initial request.
- Two (2) sets of envelopes addressed to property owners subject to the application and to those on the notification list.
  - Addresses must be from the notification list obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org)
  - Affixed with first class stamps and the following return address:  
Town of Apex  
Planning and Community Development  
P.O. Box 250  
Apex, NC 27502
- Petition Fee by one of the following forms of payment:
  - In person with Visa or Master Card;
  - Cash (exact amount only); or
  - Check payable to 'Town of Apex'

**NEIGHBORHOOD MEETING:** Neighborhood meetings are required per UDO Sec. 2.2.7 prior to application submission. The applicant is required to notify property owners, tenants, and any neighborhood association that represents citizens that are abutting or within 300 feet of the subject property via first class mail a minimum of 14 days in advance of the neighborhood meeting. The notification list must be obtained by emailing [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) and will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the developer and the neighbors. In their initial submittal, the applicant shall submit the "Neighborhood Meeting Packet" forms included in this application packet. The Neighborhood Meeting Packet is located at the very end of this document.

**REVIEW FOR SUFFICIENCY:** Incomplete plans will be returned to the applicant and sufficiently complete applications are forwarded to TRC staff for review.

**REVIEW BY STAFF:** TRC staff reviews the application to determine compliance with the Unified Development Ordinance (UDO). If the application is determined not to be compliant with the UDO, comments will be sent to the applicant. The applicant must address all staff comments before any public hearings are scheduled.

**PUBLIC HEARING NOTIFICATION:** Notification of the public hearing will take place by three different methods.

1. A written notice will be prepared by Planning staff and sent to property owners, tenants, and neighborhood associations abutting and within 300 feet of the land subject to the application not more than 25 days nor less than 10 days prior to the public hearings, as required by the UDO.
2. A notice will be published on the Town of Apex website ([www.apexnc.org](http://www.apexnc.org)) no less than 10 days, but not more than 25 days, prior to the public hearings.
3. A public hearing sign will be posted at the land subject to the application at least 10 days prior to the public hearings.

**1<sup>ST</sup> PUBLIC HEARING/PLANNING BOARD MEETING:** The Planning Board will consider the application, relevant support materials, the Staff Report, and public testimony given at the public hearing. After the public hearing the Planning Board will make a recommendation to the Town Council. The Planning Board may recommend approval, approval with conditions, or disapproval. The application is then forwarded to the Town Council. The Planning Board meets at 4:30 p.m. in the Town Hall Council Chambers on the date indicated on the Rezoning Schedule.

**2<sup>ND</sup> PUBLIC HEARING/TOWN COUNCIL MEETING:** The Town Council will consider the application, relevant support materials, the Staff Report, the Planning Board recommendation, and public testimony given at the public hearing. After the public hearing the Town Council will vote to approve, approve with conditions, or disapprove the rezoning. The Town Council meets at 6:00 p.m. in the Town Council Chambers on the date indicated on the Rezoning Schedule.



## PETITION TO AMEND THE OFFICIAL ZONING MAP

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: #21CZ23 Submittal Date: 09/01/2021  
Fee Paid: \_\_\_\_\_

### Project Information

Project Name: Scotts Ridge Office and Veterinary Hospital  
Address(es): 6633 & 0 Apex Barbecue Road  
PIN(s): 0731-48-7012  
0731-47-5977 Acreage: 1.448 ac  
Current Zoning: RA Proposed Zoning: B1 - CZ  
Current 2045 LUM Classification(s): Medium Density Residential  
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☐ No ☒

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

Area classified as mixed use: Acreage: \_\_\_\_\_  
Area proposed as non-residential development: Acreage: \_\_\_\_\_  
Percent of mixed use area proposed as non-residential: Percent: \_\_\_\_\_

### Applicant Information

Name: Peak Engineering & Design for Kethamakka & Emmadi Properties, LLC  
Address: 1125 Apex Peakway  
City: Apex State: NC Zip: 27502  
Phone: (919) 439-0100 E-mail: jroach@peakengineering.com

### Owner Information

Name: Kethamakka & Emmadi Properties, LLC  
Address: 6633 Apex Barbecue Road  
City: Apex State: NC Zip: 27502  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### Agent Information

Name: Peak Engineering & Design, PLLC - Jeff Roach  
Address: 1125 Apex Peakway  
City: Apex State: NC Zip: 27502  
Phone: (919) 439-0100 E-mail: jroach@peakengineering.com

Other contacts: \_\_\_\_\_  
Sudhir Kethamakka (skethama@me.com)  
Dhanu Emmadi (dhanu.emmadi@gmail.com)  
dwoods@peakengineering.com

## PETITION INFORMATION

Application # #21CZ23

Submittal Date: \_\_\_\_\_

An application has been duly filed requesting that the property described in this application be rezoned from RA \_\_\_\_\_ to B1 - CZ \_\_\_\_\_. It is understood and acknowledged that if the property is rezoned as requested, the property described in this request will be perpetually bound to the use(s) authorized and subject to such conditions as imposed, unless subsequently changed or amended as provided for in the Unified Development Ordinance (UDO). It is further understood and acknowledged that final plans for any specific development to be made pursuant to any such Conditional Zoning shall be submitted for site or subdivision plan approval, as required by the UDO. Use additional pages as needed.

## PROPOSED USES:

The Rezoned Lands may be used for, and only for, the uses listed immediately below. The permitted uses are subject to the limitations and regulations stated in the UDO and any additional limitations or regulations stated below. For convenience, some relevant sections of the UDO may be referenced; such references do not imply that other sections of the UDO do not apply.

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 School, public or private \*\*  
4 Veterinary clinic or hospital  
5 Vocational school \*\*  
6 Utility, minor  
7 Botanical garden  
8 Greenway  
9 Park, active  
10 Park, passive  
11 \_\_\_\_\_  
12 Medical or dental office or clinic  
13 Medical or dental laboratory (S)  
14 Office, business or professional  
15 Barber and beauty shop  
16 Book store  
17 Financial institution  
18 Floral shop  
19 Greenhouse or nursery, retail  
20 Health/fitness center or spa

21 Newsstand or gift shop  
22 Personal service  
23 Printing and copying services  
24 Real estate sales  
25 Retail sales, general  
26 Studio for art  
27 Tailor shop  
28 Upholstery service  
29 Pet services  
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_  
33 \*\* with a condition  
34 \_\_\_\_\_  
35 \_\_\_\_\_  
36 \_\_\_\_\_  
37 \_\_\_\_\_  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40 \_\_\_\_\_



## PETITION INFORMATION

Application #: #21CZ23 Submittal Date: \_\_\_\_\_

## PROPOSED CONDITIONS:

The applicant hereby requests that the Town Council of the Town of Apex, pursuant to the Unified Development Ordinance, approve the Conditional Zoning for the above listed use(s) subject to the following condition(s). Use additional pages as needed.

See attached list of conditions

## LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

The proposed non-residential development is not consistent with the 2045 LUM.

Surrounded by Scotts Ridge Elementary School with limited access, the long-term use as residential is not appropriate. The change to the non-residential with the restricted uses is compatible with a neighborhood business and is appropriate for the area.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

The proposed neighborhood business on the small site is in keeping with the surrounding developments. The proposed buffers and other conditions will provide a property which will serve the surrounding communities.

## **Scotts Ridge Office & Veterinary Hospital**

### **Conditions of Zoning**

1. The building exterior shall be high quality materials, including but not limited to brick, wood, stacked stone, other native stone, and tinted/textured concrete masonry units. Standards shall comply with UDO Section 9.3.5.
2. EIFS or synthetic stucco shall not be used in the first forty inches (40”) above grade.
3. The building exterior shall have more than one material color.
4. The building shall have more than one parapet height.
5. Only full cut-off lighting fixtures and fixtures with external house-side shields shall be allowed where non-residential properties are adjacent to residential properties.
6. The parcels shall be served exclusively by a single right-in/right-out access to Apex Barbecue Road. The access shall be subject to approval by the Town of Apex and NCDOT.
7. All non-residential buildings shall provide solar conduit for future installation of rooftop solar panels.
8. The property may be used as a “School, public or private” or “Vocation school” land use only if recombined with the Scotts Ridge Elementary School site.

The following conditions are being added per discussions with the Environmental Advisory Board (EAB):

#### Planting and Landscaping

1. Existing large trees onsite shall be evaluated for possible preservation. Tree canopy shall be prioritized medium to large, healthy, desirable species. Preservation will be coordinated with staff during the Minor Site Plan review.
2. Plant trees as designed for efficiency, including:
  - Plant deciduous shade trees on southern side of buildings.
  - Plant evergreen trees as a windbreak on northern side of buildings.
3. Increase biodiversity.
  - Plant native flora (Refer to the Apex Design & Development Manual for approved native species).
4. Include landscaping that requires less irrigation and chemical use.
  - Plant warm season grasses for drought-resistance.

#### Waste Reduction

5. Install one (1) pet waste station within the development.

#### Clean Energy

6. Include solar conduit in building design.

#### Lighting Efficiency

7. Lighting with a color temperature of 3000K or less shall be used for outside installations.



## PETITION INFORMATION

Application #: #21CZ23

Submittal Date:

3) Zoning district supplemental standards. The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

The proposed use(s) will comply with UDO Section 4.4 - Supplemental Standards - as they apply.

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

The design will provide perimeter buffers, limited uses, architectural conditions, and utility connections to avoid negative impacts on surrounding properties.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

The site will meet UDO standards for design controls including the minimization of grading/clearing of site, installation of perimeter landscaping to supplement existing landscape materials, and will coordinate with staff to provide certain lighting controls to minimize spill-over for neighbors.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

The is located adjacent to or within a reasonable distance to existing public facilities including water, sewer, gas, electric, and communications. The site is also located along Apex Barbecue Road provide quick response options for Town emergency service providers.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

The proposed use(s) will not be detrimental to the health, safety, and welfare of Apex residents and will provide community service(s) needed adjacent to residential homes and a large WCPSS elementary school.

## PETITION INFORMATION

Application #: #21CZ23 Submittal Date: \_\_\_\_\_

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

The proposed uses are all neighborhood non-residential businesses which do not have significant impact on surrounding property owners.

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

The proposed list of uses within the B1-CZ request has been evaluated to remove any possible nuisance or hazardous uses for either residential uses or the existing elementary school.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

The proposed development will meet the standards outlined within various sections of the Town of Apex Unified Development Ordinance unless specifically noted within the zoning conditions.



## AGENT AUTHORIZATION FORM

Application #: #21CZ23

Submittal Date: \_\_\_\_\_

Sudhir Kethamakka and Dhanu Emmadi

is the owner\* of the property for which the attached

application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 6633 and 0 Apex Barbecue Road

The agent for this project is: Peak Engineering & Design, PLLC (Jeff Roach)

☐ I am the owner of the property and will be acting as my own agent

Agent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway, Apex, NC 27502

Telephone Number: (919) 439-0100

E-Mail Address: jroach@peakengineering.com

Signature(s) of Owner(s)\*

DHANU ANTHARI Emmadi  
Type or print name

09/26/2021  
Date

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.



**AFFIDAVIT OF OWNERSHIP**Application #: 21CZ23

Submittal Date: \_\_\_\_\_

The undersigned, DHANVANTHARI EMMADI (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 6633 and 0 Apex Barbecue Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 7/16/2021, and recorded in the Wake County Register of Deeds Office on 7/21/2021, in Book 18609 Page 855-857.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 7/21/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 7/21/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 26 day of August, 2021.

*[Signature]* (seal)  
DHANVANTHARI EMMADI  
Type or print name

STATE OF NORTH CAROLINA  
COUNTY OF Forsyth

I, the undersigned, a Notary Public in and for the County of Forsyth, hereby certify that DHANVANTHARI EMMADI Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NCOL, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



*Sara Theresa Lingle*  
Notary Public  
State of North Carolina  
My Commission Expires: 01-27-2025



**AGENT AUTHORIZATION FORM**Application #: 21CZ23

Submittal Date: \_\_\_\_\_

Sudhir Kethamakka and Dhanu Emmadi

is the owner\* of the property for which the attached

application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 6633 and 0 Apex Barbecue RoadThe agent for this project is: Peak Engineering & Design, PLLC (Jeff Roach)☐ I am the owner of the property and will be acting as my own agentAgent Name: Jeff Roach, P.E. - Peak Engineering & Design, PLLCAddress: 1125 Apex Peakway, Apex, NC 27502Telephone Number: (919) 439-0100E-Mail Address: jroach@peakengineering.comSignature(s) of Owner(s)\*  
\_\_\_\_\_  
\_\_\_\_\_

Type or print name

Date

Sudhir KethamakkaSUDHIR KETHAMAKKA

Type or print name

08/28/21  
Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.



**AFFIDAVIT OF OWNERSHIP**Application #: 21CZ23

Submittal Date: \_\_\_\_\_

The undersigned, SUDHIR KETHAMAKKA (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 6633 and O Apex Barbecue Road and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated 7/16/2021, and recorded in the Wake County Register of Deeds Office on 7/21/2021, in Book 18609 Page 855-857.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on 7/21/2021, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on 7/21/2021, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

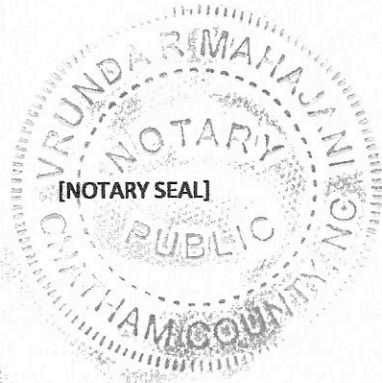
This the 28 day of August, 2021.Sudhir Kethamakka (seal)SUDHIR KETHAMAKKA

Type or print name

STATE OF NORTH CAROLINA

COUNTY OF CHATHAM

I, the undersigned, a Notary Public in and for the County of Chatham, hereby certify that SUDHIR KETHAMAKKA, Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's Driver License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



Vrunda R Mahajani  
Notary Public Date 08/28/2021  
State of North Carolina  
My Commission Expires: 11/24/2024



**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**Application #: 21CZ23

Submittal Date: \_\_\_\_\_

**Insert legal description below.**

Information from Wake County Registry Deed Book 018609 Pages 0855 - 0857

Tract 1:

Address: 6633 Apex Barbecue Road, Apex, NC 27502

REID: 0052359

BEGINNING at a point in the center of State Road #1162, said point being 286 feet East, measured along the center line of said State Road, Robert Wade Clark's northwest corner, said point also being referenced by a stake in the southern right of way of said State Road; runs thence South 7 degrees 20 minutes East 210.0 feet to a stake, a new corner for said Clark; thence North 82 degrees 40 minutes East 210.0 feet to a stake, another new corner for said Clark; thence North 07 degrees 20 minutes West, another new line for said Clark, 210.00 feet to a point in the center line of said State Road #1162; this point also being referenced by a stake in the southern right of way line of said State Road; thence South 82 degrees 40 minutes West 210.0 feet along the center of said State Road to the point of BEGINNING, containing 1.01 acres, according to survey by Smith and Smith Surveyors, dated November 13, 1961, and being a part of the lands conveyed to Robert Wade Clark and wife, Metta B. Clark, by W. E. Morgan and wife, Bessie S. Morgan, by deed dated April 17, 1961, and recorded in Book 1450, page 237, Wake County Registry.

Tract 2:

Address: 0 Apex Barbecue Road, Apex, NC 27502

REID 0440557

That certain tract or parcel of land lying and being situate in White Oak Township, Wake County, North Carolina:

COMMENCING at NGS "FUNERAL 2", said point having (NAO 83-2011) PUBLISHED NC Grid Coordinates of Northing = 722,875.90 feet, and Easting = 2,040,786.12 feet; thence from said point, S51°23'40"W a distance of 7,629.39 feet (a grid distance) to an Iron Rebar Set (5/8") (IRS) CONTROL CORNER, said point having (NAO 83/2011) NC Grid Coordinates of Northing: 718,115.50 feet, and Easting: 2,034,824.05 feet, said point being in the southern right-of-way of Apex Barbeque Road (S.R. 1162) and the northeastern most corner of the tract herein described, and the POINT AND PLACE OF BEGINNING.

Thence, from said POINT OF BEGINNING, leaving Apex Barbecue Road, S10°28'09"E a distance of 114.89 feet to an IRS; thence, S31°11'06"W, a distance of 68.79 feet to an IRS; thence, S79°11'06"W a distance of 256.70 feet to an IRS; thence, N50°48'54"W a distance of 98.85 feet to an IRS; thence, N35°05'54"E a distance of 49.58 feet to an IRS; thence, N10°25'42"W a distance of 32.25 feet to an IRS in the southern right-of-way of Apex Barbeque Road (S.R. 1162); thence, with said right-of-way N77°27'03"E a distance of 67.00 feet to an IRS; thence, continuing with said right-of-way N62°36'05"E a distance of 3.19 feet to an Existing Iron Pin (EIP); thence, S10°25'42"E a distance of 140.41 feet to an EIP; thence, N79°11'06"E a distance of 211.08 feet to an EIP; thence, N10°28'09"W a distance of 159.65 feet to an IRS in the southern right-of-way of Apex Barbeque Road (S.R. 1162); thence, N77°38'07"E a distance of 50.03 feet to the POINT OF BEGINNING, and containing ± 0.438 acres (19,070 square feet), all as shown on that certain plat prepared by SEPI Engineering & Construction dated 7/27/2016, and entitled "Recombination Plat, on the Properties of David F. Marshall and wife Karen G. Marshall and The Wake County Board of Education, for Scotts Ridge Elementary School, Prepared for The Wake County Board of Education", said survey plat being recorded in Book of Maps 2016, Pages 1658-1659, Wake County Registry.



# Instruction Packet and Affidavit for Neighborhood Meetings

Town of Apex  
Dept of Planning and  
Community  
Development  
PO Box 250  
Apex, NC 27502

T: 919-249-3426  
F: 919-249-3338

This packet consists of instructions and templates for conducting a required Neighborhood Meeting. Planning staff are available to advise you in the preparation of these materials. Call the Department of Planning and Community Development at (919) 249-3426 for more information.

## WHAT IS THE PURPOSE OF A NEIGHBORHOOD MEETING?

A neighborhood meeting is a required form of community outreach to receive initial feedback regarding certain project types prior to submittal to the Department of Planning and Community Development per the standards found in UDO Sec. 2.2.7. The intention of the meeting is to initiate neighbor communication and identify issues and concerns early on and provide the applicant an opportunity to address neighbor concerns about the potential impacts of the project prior to submitting an application. A neighborhood meeting is valid for six (6) months prior to the submission of an application; a delay in submission requires a new neighborhood meeting.

## WHEN IS A NEIGHBORHOOD MEETING REQUIRED?

- Rezoning (including Planned Unit Developments);
- Major Site Plans;
- Residential Master Subdivision Plans (excluding exempt subdivisions); or
- Special Use Permits

## INSTRUCTIONS

Prior to submitting an application for a Rezoning, Major Site Plan, residential Master Subdivision Plan (excluding exempt subdivisions), or Special Use Permit, the applicant must conduct at least one (1) Neighborhood Meeting. This meeting may be held in-person or virtually. Virtual meetings shall provide a dial-in option in addition to a link to participate by internet. The applicant shall submit all forms included in this packet with the initial application submittal.

The Neighborhood Meeting must be held in accordance with the following rules:

### These groups and individuals must be invited to the meeting:

- The applicant is required to notify the Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property, and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the neighborhood meeting, not including the day of mailing. The applicant shall send an email to [addressing.team@apexnc.org](mailto:addressing.team@apexnc.org) to request the notification list as early as possible in order to receive the list in time for the mailing. The list will be provided within 5-10 business days of the initial request. The applicant shall use their own return address on the envelopes as the meeting is a private meeting between the applicant and the neighbors.
- The applicant shall include with the meeting notice a vicinity map in addition to the materials listed under "Mailing and handout requirements" below.



**The meeting must be held within specific timeframes and meet certain requirements:**

- The meeting must be held for a minimum of two (2) hours, Monday through Thursday, during the 5:00 p.m. - 9:00 p.m. time period. The meeting cannot be held on Town recognized holidays (<https://www.apexnc.org/DocumentCenter/View/34245/>).
- In-person meetings:
  - Meeting shall be held at a place that is generally accessible to neighbors that reside in close proximity to the land subject to the application.
  - A sign-in sheet must be used in order to verify attendance. Ensure each attendee signs in. Please note if any person(s) refuses to sign in. Note if no one attended.
- Virtual meetings:
  - Meeting shall be held via an interactive online video conferencing software such as Microsoft Teams, Zoom, WebEx, or any similar platform of the applicant's choice. A dial-in option shall be provided.
  - An attendance sheet must be used to log known attendees at the virtual meeting. Note if no one attended.
- Mailing and handout requirements:
  - For rezonings (excluding rezonings to PUD-CZ, TND-CZ and MEC-CZ): a vicinity map and existing zoning map of the area must be provided to help facilitate discussion.
  - For rezonings to PUD-CZ, TND-CZ and MEC-CZ; Major Site Plans; residential Master Subdivision Plans; and Special Use Permits: a vicinity map and preliminary plans of the proposed development must be provided to help facilitate discussion. Neighbors may request emailed/mailed copies of the maps or plans from the applicant by checking the "send plans" box on the sign-in sheet; applicant shall provide reduced copies upon request. For virtual meetings, the applicant must ask meeting participants if they would like any materials mailed to them.
  - Printed copies must equal the number of notices required to be sent.
  - Contact information for the applicant's representative and Town Staff must be provided on the attached "Project Contact Information" form.
  - "Common Construction Issues & Who to Call" sheet (attached) must be included as part of the handout.
  - A copy of the handout must be included as part of the Neighborhood Meeting report.
- The agenda of the meeting shall include:
  - Explanation of all processes the meeting is being held for (rezoning, subdivision, etc.).
  - Explanation of future meetings (additional neighborhood meetings, Planning Board, Town Council, etc.).
  - Explanation of development proposal – uses and conditions for rezonings, layout for subdivision and site plans, and builder/end user if known/public knowledge.
- Questions or concerns by attendees, and responses by the applicant, if any, must be noted. For in person meetings, provide blank comment sheets or notecards for neighbors to submit written comments. For virtual meetings, copy all questions and answers entered into the meeting's chat feature before closing the meeting and save them into a document. The applicant shall also include any questions and concerns received via written correspondence (such as email) or phone call along with responses provided by the applicant.
- The applicant shall be responsible for notifying any neighbors who check the "Send Plans & Updates" box on the sign-in sheet of any additional neighborhood meetings and the actual submittal date to the Town with a link to the Town of Apex's Interactive Development Map.

**For accountability purposes, please submit the following with your application:**

- A copy of the letter mailed to neighbors and neighborhood organizations (use attached invitation template);
- A list of those persons and neighborhood organizations invited to the meeting;
- A copy of the sign-in sheet (use attached sign-in sheet template);
- A summary of the meeting and a list of any changes made to the project as a result of the neighborhood comments (use attached meeting summary template);
- The affidavit, signed, dated, and notarized (use attached affidavit template); and
- One (1) reduced copy of the maps and/or plans presented to the neighbors at the Neighborhood Meeting.



# NOTICE OF NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

August 10, 2021

Date

Dear Neighbor:

You are invited to a neighborhood meeting to review and discuss the development proposal at

6633 Apex Barbecue Road

0731-48-7012

0 Apex Barbecue Road

0731-47-5977

Address(es)

PIN(s)

in accordance with the Town of Apex Neighborhood Meeting procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail. Once an application has been submitted to the Town, it may be tracked using the [Interactive Development Map](http://www.apexnc.org/180/Planning-Community-Development) or the [Apex Development Report](http://www.apexnc.org/180/Planning-Community-Development) located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>.

A Neighborhood Meeting is required because this project includes (check all that apply):

| Application Type  | Approving Authority                |
|---|------------------------------------|
| <input checked="" type="checkbox"/> Rezoning (including Planned Unit Development)           | Town Council                       |
| <input type="checkbox"/> Major Site Plan  | Town Council (QJPH*)               |
| <input type="checkbox"/> Special Use Permit   | Town Council (QJPH*)               |
| <input type="checkbox"/> Residential Master Subdivision Plan (excludes exempt subdivisions) | Technical Review Committee (staff) |

\*Quasi-Judicial Public Hearing: The Town Council cannot discuss the project prior to the public hearing.

The following is a description of the proposal (also see attached map(s) and/or plan sheet(s)):

Development of a new office building to house office space with a veterinary hospital/clinic on  
the 1.22 acre assembly.

Estimated submittal date: September 1, 2021

## MEETING INFORMATION:

Property Owner(s) name(s):

Sudhir Kethamakka and Dhanu Emmadi

Applicant(s):

same

Contact information (email/phone):

Peak Engineering & Design, PLLC (Jeff Roach)

Meeting Address:

ZOOM meeting

Date/Time of meeting\*\*:

August 30, 2021

## MEETING AGENDA TIMES:

Welcome: 5:30

Project Presentation: 5:30 - 5:45

Question & Answer: 5:45 -

\*\*Meetings shall occur between 5:00 p.m.-9:00 p.m. on a Monday through Thursday (excluding Town recognized holidays). If you have questions about the general process for this application, please contact the Planning and Community Development Department at 919-249-3426. You may also find information about the Apex Planning Department and on-going planning efforts at <http://www.apexnc.org/180/Planning-Community-Development>.



## NOTICE OF NEIGHBORHOOD MEETING

August 10, 2021

Dear Neighbor,

You are invited to a neighborhood meeting on August 30, 2021 to review and discuss the rezoning proposal at:

6633 Apex Barbecue Rd, Apex, NC 27502    0731-48-7012  
0731-47-5977

in accordance with the Town of Apex Neighborhood Meeting Procedures. This meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted.

### **Description of Proposal:**

This meeting will discuss the rezoning of the above parcels from Residential Agriculture (RA) to B1 Conditional Zoning (B1-CZ) to support the development of the proposed office building and veterinary hospital.

Due to COVID-19, the neighborhood meeting will be held via Zoom, see link below. If you have any questions, please email or call Jeff Roach at [jroach@peakengineering.com](mailto:jroach@peakengineering.com) or (919) 439-0100. You may also email Jeff for the link to the meeting.

### **LINK:**

<https://us02web.zoom.us/j/87086232477?pwd=QnBMSk93QmJRTWFzbzJCdU01b2Jxdz09>

**Estimated Submittal Date:** September 1, 2021



## NOTICE OF NEIGHBORHOOD MEETING

**LINK:**

<https://us02web.zoom.us/j/87086232477?pwd=QnBMSk93QmJRTWFzbzJCdU01b2Jxdz09>

### Meeting Information

|                        |   |
|------------------------|---|
| Property Owners Names: | Kethamakka & Emmadi Properties, LLC   |
| Applicants:            | Brandon Lucas – Guru Realty   |
| Contact Information:   | Jeff Roach, <a href="mailto:jroach@peakengineering.com">jroach@peakengineering.com</a> , 919-439-0100 |
| Meeting Address:       | Meeting being held via Zoom   |
| Date of Meeting:       | August 30, 2021   |
| Time of Meeting:       | 5:30  |

### Meeting Agenda Times

|                       |           |
|-----------------------|-----------|
| Welcome:              | 5:30-5:40 |
| Project Presentation: | 5:40-5:55 |
| Question & Answer:    | 5:55-     |

## Scott's Ridge Office and Veterinary Hospital

List of Adjacent Property Owners  
(provided by the Town of Apex)

CRANEY, CHELSEA  
1104 MILK PAINT ALY  
APEX NC 27502-8489

D'ALESSANDRO, PHILIP A D'ALESSANDRO,  
ANNA MARIA  
311 WIDDINGTON LN  
CARY NC 27519-6698

DAPKEVICH, JASON  
1210 BUNGALOW PARK DR  
APEX NC 27502-8489

DECESS, DENNIS W  
1102 MILK PAINT ALY  
APEX NC 27502-8489

DEMCOVICI, MERI ANN  
1220 SCOTTS RIDGE TRL  
APEX NC 27502-3912

HUDNETT, NANCY E  
1207 BUNGALOW PARK DR  
APEX NC 27502-8099

HUGHES, ANGELA K  
1054 MILK PAINT ALY  
APEX NC 27502-4977

IMLER, ANDREW JOEL VINIKOOR-  
IMLER, LISA CAROLYN  
1202 BUNGALOW PARK DR  
APEX NC 27502-8098

IRONS, KATHRINE  
1226 SCOTTS RIDGE TRL  
APEX NC 27502-3912

IVANOVA, SVETLANA  
2309 REDBUD TREE DR  
APEX NC 27539-6254

LEVIN, ANNA  
2415 MADIERA CT  
BUFFALO GROVE IL 60089-4672

LOFTIN, LARRY SCOTT LOFTIN, JOAN  
TAYLOR  
2700 SOUTHWINDS RUN  
APEX NC 27502-6515

MAHER, DENNIS MAHER, MILA  
1156 BUNGALOW PARK DR  
APEX NC 27502-4981

MAJKOWSKI, KAREN ANN  
1208 BUNGALOW PARK DR  
APEX NC 27502-8098

MARSHALL, DAVID F MARSHALL,  
KAREN G  
6633 APEX BARBECUE RD  
APEX NC 27502-7776



## Scott's Ridge Office and Veterinary Hospital

List of Adjacent Property Owners  
(provided by the Town of Apex)

MCKINNON, DARREN MICHAEL  
MCKINNON, JANETTE L  
1001 HANDHEWN ST  
APEX NC 27502-4985

MCMANUS, CHRISTOPHER C  
1052 MILK PAINT ALY  
APEX NC 27502-4977

MCMANUS, LISA RODRIGUEZ,  
NICHOLAS  
1216 SCOTTS RIDGE TRL  
APEX NC 27502-3912

MFALILA, CHELU  
1209 BUNGALOW PARKS DR  
APEX NC 27502-8099

NC DEPT OF TRANSPORTATION TURNPIKE  
AUTHORITY  
LAUREN M CLEMMONS, ASST ATTY GEN  
1505 MAIL SERVICE CTR  
RALEIGH, NC 27699-1505

PALENICK, AMANDA  
1203 BUNGALOW PARK DR  
APEX NC 27502-8099

PFITZNER, DEBORAH A  
1056 MILK PAINT ALY  
APEX NC 27502-4977

SCHAEFER, JOHN M  
1050 MILK PAINT ALY  
APEX NC 27502-4977

CURRENT TENANT  
1222 SCOTTS RIDGE TRL  
APEX NC 27502

THISTLE, LINDA L  
1154 BUNGALOW PARK DR  
APEX NC 27502-4981

TUCKER, SHIRLEY F TUCKER, JOHN  
1215 BUNGALOW PARK DR  
APEX NC 27502-8099

WAGEMAKER, MARINA WAGEMAKER,  
ANDREW  
1204 BUNGALOW PARK DR  
APEX NC 27502-8098

WAKE COUNTY BOARD OF EDUCATION  
RE SERVICES DIRECTOR  
1551 ROCK QUARRY RD  
RALEIGH NC 27610-4145

WHITE, ROBIN K  
1005 HANDHEWN ST  
APEX NC 27502-4985

WHITEHEAD, CHRISTOPHER  
WHITEHEAD, JOELLE  
1205 BUNGALOW PARK DR  
APEX NC 27502-8099

ZAROW, EMILY N  
1152 BUNGALOW PARK DR  
APEX NC 27502-4981

TOWN OF APEX  
PO BOX 250  
APEX NC 27502

CURRENT TENANT  
6600 APEX BARBECUE RD  
APEX NC 27502

CURRENT TENANT  
6601 APEX BARBECUE RD  
APEX NC 27502

CURRENT TENANT  
6633 APEX BARBECUE RD  
APEX NC 27502

CURRENT TENANT  
1201 BUNGALOW PARK DR  
APEX NC 27502

CURRENT TENANT  
1206 BUNGALOW PARK DR  
APEX NC 27502

CURRENT TENANT  
1211 BUNGALOW PARK DR  
APEX NC 27502

CURRENT TENANT  
1217 BUNGALOW PARK DR  
APEX NC 27502

CURRENT TENANT  
1100 MILK PAINT ALY  
APEX NC 27502

CURRENT TENANT  
1106 MILK PAINT ALY  
APEX NC 27502

CURRENT TENANT  
1218 SCOTTS RIDGE TRL  
APEX NC 27502

## Scott's Ridge Office and Veterinary Hospital

List of Adjacent Property Owners  
(provided by the Town of Apex)

AADCOX, LORETTA  
1150 BUNGALOW PARK DR  
APEX NC 27502-4981

ALLEN, SUSAN RICE, MATTHEW  
LINDA RICE  
1106 MILK PAINT ALY  
APEX NC 27502-8489

AMICO, SARAH M  
1212 SCOTTS RIDGE TRL  
APEX NC 27502-3912

BHASI, NAIR SAARIKA RAMACHANDRAN,  
VASUDEV  
1003 HANDHWEN ST  
APEX NC 27502-4985

BOHLIG, MARY A  
1213 BUNGALOW PARK DR  
APEX NC 27502-8099

BONIN, WILLIAM O JR  
1224 SCOTTS RIDGE TRL  
APEX NC 27502-3912

BRAUCKMULLER, BROOKE RIAN  
1214 SCOTTS RIDGE TRL  
APEX NC 27502-3912

BUNGALOW PARK TOWNHOME OWNERS  
ASSN INC  
OMEGA ASSOCIATION MANAGEMENT INC  
160 NE MAYNARD RD STE 210  
CARY NC 27513-9676

BUNGALOW PARK TWNHM OWNERS  
ASSOC INC  
201 SCOTTS RIDGE TRL  
APEX NC 27502-6578

CIRASOLE, PETER CIRASOLE, CAROLYN  
2921 LANDON RIDGE DR  
NEW HILL NC 27562-9305

CLEMENTS, DEBRA ROWLAND  
719 VINCENT LN  
HENRICO NC 27842-9299

CORTEZ, RAFAEL CORTEZ, ANNA MARIA  
1120 WOODLANDS CREEK WAY  
APEX NC 27502-5247



# PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

## Development Contacts:

Project Name: Scotts Ridge Office and Veterinary Hospital Zoning: RA to B1-CZ

Location: 6633 & 0 Apex Barbecue Road, Apex, NC 27502

Property PIN(s): 0731-48-7012 / -47-5977 Acreage/Square Feet: ~ 1.448 acres

Property Owner: Sudhir Kethamakka and Dhanu Emmadi

Address: 6633 Apex Barbecue Road

City: Apex State: NC Zip: 27502

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Developer: same

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Engineer: Peak Engineering & Design, PLLC

Address: 1125 Apex Peakway

City: Apex State: NC Zip: 27502

Phone: (919) 439-0100 Fax: \_\_\_\_\_ Email: jroach@peakengineering.com

Builder (if known): Unknown

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.**

## Town of Apex Department Contacts

|   |                |
|---|----------------|
| Planning and Community Development Department Main Number<br>(Provide development name or location to be routed to correct planner) | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks and Greenways Planner                                    | (919) 249-7468 |
| Public Works - Transportation<br>Russell Dalton, Senior Transportation Engineer   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)        | (919) 249-3537 |
| James Gregg, Utility Engineering Manager (Water & Sewer)  | (919) 249-3324 |
| Electric Utilities Division<br>Rodney Smith, Electric Technical Services Manager  | (919) 249-3342 |

### Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at [AllCouncil@apexnc.org](mailto:AllCouncil@apexnc.org).

### Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

### Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.



# COMMON CONSTRUCTION ISSUES & WHO TO CALL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

|   |                             |                     |
|---|-----------------------------|---------------------|
| <b>Noise &amp; Hours of Construction:</b> | <b>Non-Emergency Police</b> | <b>919-362-8661</b> |
|---|-----------------------------|---------------------|

Noise from tree removal, grading, excavating, paving, and building structures is a routine part of the construction process. The Town generally limits construction hours from 7:00 a.m. to 8:30 p.m. so that there are quiet times even during the construction process. Note that construction outside of these hours is allowed with special permission from the Town when it makes more sense to have the construction occur at night, often to avoid traffic issues. In addition, the Town limits hours of blasting rock to Monday through Friday from 8:00 a.m. to 5:00 p.m. Report violations of construction hours and other noise complaints to the Non-Emergency Police phone number at 919-362-8661.

|                              |                        |                     |
|------------------------------|------------------------|---------------------|
| <b>Construction Traffic:</b> | <b>James Misciagno</b> | <b>919-372-7470</b> |
|------------------------------|------------------------|---------------------|

Construction truck traffic will be heavy throughout the development process, including but not limited to removal of trees from site, loads of dirt coming in and/or out of the site, construction materials such as brick and wood brought to the site, asphalt and concrete trucks come in to pave, etc. The Town requires a construction entrance that is graveled to try to prevent as much dirt from leaving the site as possible. If dirt does get into the road, the Town can require they clean the street (see "Dirt in the Road" below).

|   |   |                     |
|---|---|---------------------|
| <b>Road Damage &amp; Traffic Control:</b> | <b>Water Resources – Infrastructure Inspections</b> | <b>919-362-8166</b> |
|---|---|---------------------|

There can be issues with roadway damage, roadway improvements, and traffic control. Potholes, rutting, inadequate lanes/signing/stripping, poor traffic control, blocked sidewalks/paths are all common issues that should be reported to Water Resources – Infrastructure Inspections at 919-249-3427. The Town will get NCDOT involved if needed.

|                            |                             |                     |
|----------------------------|-----------------------------|---------------------|
| <b>Parking Violations:</b> | <b>Non-Emergency Police</b> | <b>919-362-8661</b> |
|----------------------------|-----------------------------|---------------------|

Unless a neighbor gives permission, there should be no construction parking in neighbors' driveways or on their property. Note that parking in the right-of-way is allowed, but Town regulations prohibit parking within 15 feet of driveways so as not to block sight triangles. Trespassing and parking complaints should be reported to the Non-Emergency Police phone number at 919-362-8661.

|                          |                        |                     |
|--------------------------|------------------------|---------------------|
| <b>Dirt in the Road:</b> | <b>James Misciagno</b> | <b>919-372-7470</b> |
|--------------------------|------------------------|---------------------|

Sediment (dirt) and mud gets into the existing roads due to rain events and/or vehicle traffic. These incidents should be reported to James Misciagno. He will coordinate the cleaning of the roadways with the developer.

|  |  |  |
|--|--|--|
| <b>Dirt on Properties or in Streams:</b> | <b>James Misciagno</b><br><b>Danny Smith</b> | <b>919-372-7470</b><br><b><a href="mailto:Danny.Smith@ncdenr.gov">Danny.Smith@ncdenr.gov</a></b> |
|--|--|--|

Sediment (dirt) can leave the site and get onto adjacent properties or into streams and stream buffers; it is typically transported off-site by rain events. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the appropriate repairs with the developer. Impacts to the streams and stream buffers should also be reported to Danny Smith ([danny.smith@ncdenr.gov](mailto:danny.smith@ncdenr.gov)) with the State.

|              |                        |                     |
|--------------|------------------------|---------------------|
| <b>Dust:</b> | <b>James Misciagno</b> | <b>919-372-7470</b> |
|--------------|------------------------|---------------------|

During dry weather dust often becomes a problem blowing into existing neighborhoods or roadways. These incidents should be reported to James Misciagno at 919-372-7470 so that he can coordinate the use of water trucks onsite with the grading contractor to help control the dust.

|               |                        |                     |
|---------------|------------------------|---------------------|
| <b>Trash:</b> | <b>James Misciagno</b> | <b>919-372-7470</b> |
|---------------|------------------------|---------------------|

Excessive garbage and construction debris can blow around on a site or even off of the site. These incidents should be reported to James Misciagno at 919-372-7470. He will coordinate the cleanup and trash collection with the developer/home builder.

|                                   |                        |                     |
|-----------------------------------|------------------------|---------------------|
| <b>Temporary Sediment Basins:</b> | <b>James Misciagno</b> | <b>919-372-7470</b> |
|-----------------------------------|------------------------|---------------------|

Temporary sediment basins during construction (prior to the conversion to the final stormwater pond) are often quite unattractive. Concerns should be reported to James Misciagno at 919-372-7470 so that he can coordinate the cleaning and/or mowing of the slopes and bottom of the pond with the developer.

|                                     |                      |                     |
|-------------------------------------|----------------------|---------------------|
| <b>Stormwater Control Measures:</b> | <b>Jessica Bolin</b> | <b>919-249-3537</b> |
|-------------------------------------|----------------------|---------------------|

Post-construction concerns related to Stormwater Control Measures (typically a stormwater pond) such as conversion and long-term maintenance should be reported to Jessica Bolin at 919-249-3537.

|                                       |                     |                     |
|---------------------------------------|---------------------|---------------------|
| <b>Electric Utility Installation:</b> | <b>Rodney Smith</b> | <b>919-249-3342</b> |
|---------------------------------------|---------------------|---------------------|

Concerns with electric utility installation can be addressed by the Apex Electric Utilities Department. Contact Rodney Smith at 919-249-3342.

# NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: ZOOM meeting  
Date of meeting: 8/30/2021 Time of meeting: 5:30 pm  
Property Owner(s) name(s): Sudhir Kethamakka and Dhanu Emmadi  
Applicant(s): same

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

|     | NAME/ORGANIZATION   | ADDRESS | PHONE # | EMAIL | SEND PLANS & UPDATES |
|-----|---|---------|---------|-------|----------------------|
| 1.  |   |         |         |       |                      |
| 2.  | A list of attendees is provided as part of the neighborhood meeting report. |         |         |       |                      |
| 3.  |   |         |         |       |                      |
| 4.  |   |         |         |       |                      |
| 5.  |   |         |         |       |                      |
| 6.  |   |         |         |       |                      |
| 7.  |   |         |         |       |                      |
| 8.  |   |         |         |       |                      |
| 9.  |   |         |         |       |                      |
| 10. |   |         |         |       |                      |
| 11. |   |         |         |       |                      |
| 12. |   |         |         |       |                      |
| 13. |   |         |         |       |                      |
| 14. |   |         |         |       |                      |

Use additional sheets, if necessary.



# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Sudhir Kethamakka and Dhanu Emmadi

Applicant(s): same

Contact information (email/phone): Peak Engineering & Design, PLLC (Jeff Roach)

Meeting Address: ZOOM meeting

Date of meeting: 8/30/2021

Time of meeting: 5:30 pm

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

A meeting report is attached

Applicant's Response:

Question/Concern #2:

Applicant's Response:

Question/Concern #3:

Applicant's Response:

Question/Concern #4:

Applicant's Response:

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, Jeffrey A. Roach, do hereby declare as follows:  
Print Name

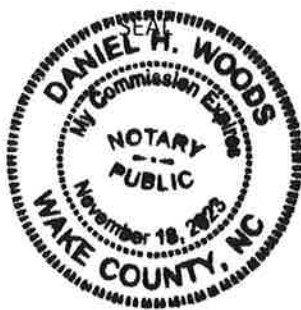
1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at virtual (ZOOM meeting) (location/address)  
on 8/30/2021 (date) from 5:30 pm (start time) to 7:30 pm (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

8/30/2021  
Date

By: [Signature]

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, DANIEL WOODS, a Notary Public for the above State and County, on this the 30 day of AUGUST, 2021.



[Signature]  
Notary Public  
DANIEL H. WOODS  
Print Name

My Commission Expires: 11/18/2023



**Scott's Ridge Office & Veterinary Hospital**  
**Rezoning Neighborhood Meeting**  
**5:30 pm August 30, 2021**

The ZOOM meeting for the Scott's Ridge Office & Veterinary Hospital began at 5:30 pm and was hosted by Jeff Roach with Peak Engineering & Design. A brief introduction was made for the people on the call, the participants were directed to the CHAT BOX function in ZOOM to type questions, and the virtual meeting protocol was discussed to keep the meeting moving along smoothly.

A project introduction was then provided, the location within Wake County GIS' website was shared for all to see. After the location of the property was identified for everyone on the call, we walked through the existing site conditions, the existing zoning, the purpose of the 2045 Land Use Plan, the current sketch plan showing a possible location for the non-residential building and parking areas. Everyone was informed that the sketch plan is not a final design for the site and is used to show buffers, access points, , and other site-specific items for the property. Following a discussion related to the above items, the list of permitted uses was shown related to the non-residential zoning for the property. The discussion centered around the location of the new building located between driveways to Scott's Ridge Elementary School.

Below are the questions as well as a summary of the answer that was provided with each question. Additional questions were voiced by the adjacent property owners and were answered to the best of our knowledge at this point.

After answering questions from the neighbors on the call, the adjacent property owners dropped off the call around 7:10 pm and the ZOOM meeting was terminated around 7:30 pm.

Below is a summary of the questions and discussions which were had. There were discussions which were had, many of them answering multiple questions or bringing up additional questions. This summary tries to highlight the presentation and discussions as accurately as possible.

**Following are questions asked after the presentation and/or during the review of the above “CHAT BOX” questions.**

1. What is the plan for lighting on the property?  
*To protect surrounding properties, house side shields will be provided on all lighting. There are also conditions from the Environmental Advisory Board (EAB) to reduce lighting spillover as well as color at or below 3,000 K. This will be coordinated with the Town of Apex and lighting design team.*
2. What are the uses which are being proposed?  
*The list of uses was shown to the attendees. The B1 non-residential zoning district is a wide range of uses. We have removed businesses which would not fit within this location (specifically the microbrewery).*
3. What is the timing of the business?  
*Typical Vet hours are 7:00 am – 7:00 pm but that fluctuates. The Vet Hospital hours was also discussed that they are required to have “overnight hours” or provide a reference to overnight emergency care facilities. Any other business at this location would follow normal business hours for that specific use (no adult businesses are proposed at this site).*
4. Will landscaping being installed on the site? What around a fence along Apex Barbecue Road?  
*Perimeter landscaping and buffers will be installed along all sides of the property abutting Scott’s Ridge Elementary Schools as well as the frontage along Apex Barbecue Road.*
5. Does the veterinarian have cremation services on-site?  
*They do not have cremation services onsite.*
6. What is the access onto Apex Barbecue Road and how does that conflict with the Scott’s Ridge Elementary School?  
*A right-in/right-out onto Apex Barbecue Road is proposed as part of the development. This restriction avoids conflict with school traffic.*
7. Will the sign be a blinking neon sign?  
*The sign will NOT be a blinking neon sign. The UDO controls the type of sign and we referenced other commercial/office buildings in the area which are reasonable expectations of what the UDO would permit.*

The timing of the project was also discussed with a typical zoning taking ~3-1/2 months; engineering designs taking ~ 6 months; and site/building construction taking 12 months.

After the timing discussion, various other sites in and around Apex were discussed, and the neighbors left the call. No changes have been made to the zoning application based upon the neighborhood meeting on August 30, 2021.



**SCOTT'S RIDGE OFFICE & VETERINARY HOSPITAL  
REZONING NEIGHBORHOOD ATTENDANCE SHEET**

| Name                                    | Email address/contact information<br>(if provided)                         | Address<br>(if known) | City<br>(if known) |
|---|--|-----------------------|--------------------|
|   |  |                       |                    |
| Deborah Pfitzner                        |  | 1056 Milk Paint Alley | Apex               |
| Linda Rice                              |  | 1106 Milk Paint Alley | Apex               |
|   |  |                       |                    |
| Jeff Roach<br>Peak Engineering & Design | <a href="mailto:jroach@peakengineering.com">jroach@peakengineering.com</a> | 1125 Apex Peakway     | Apex, NC           |

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Shelly Mayo, Planner II

Department(s): Planning and Community Development

### Requested Motion

Motion to set the Public Hearing for the November 23, 2021 Town Council meeting regarding Rezoning Application #21CZ25 Villages of Apex PUD Amendment. The applicant, Curteis Calhoun with Enclave Holdings, LLC, seeks to rezone approximately 3.62 acres from Planned Unit Development-Conditional Zoning (PUD-CZ #17CZ11) to Planned Unit Development-Conditional Zoning (PUD-CZ). The proposed rezoning is located at 0 Laura Duncan Road.

### Approval Recommended?

The Planning and Community Development Department recommends approval.

### Item Details

The property to be rezoned is identified as PIN 0742621488.

### Attachments

- Vicinity Map
- Application







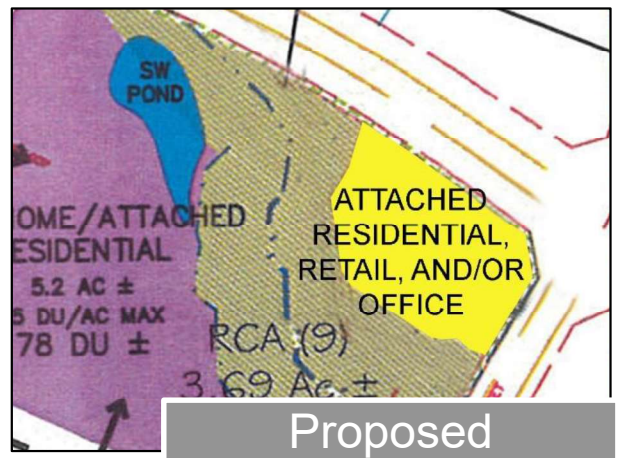
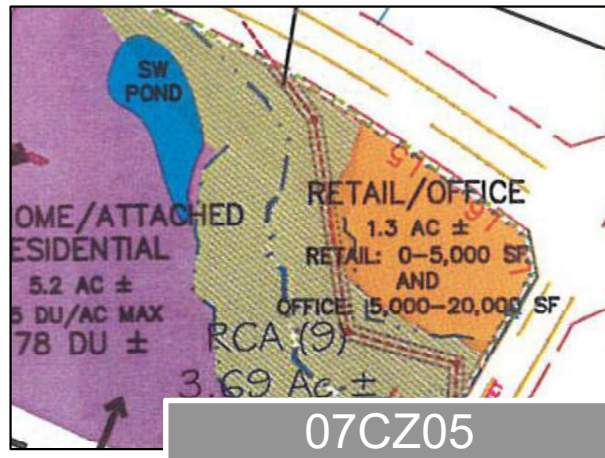


September 1, 2021

To Whom It May Concern:

This application proposes to amend Rezoning Case #14CZ04 Trackside PUD in the following ways:

1. From Rezoning Case #14CZ04 Attachment B, Site Layout Plan sheets C2.1 and C2.3 are amended to designate this property as Attached Residential, Retail, and/or Office.



2. Any multi-family units shall have a maximum of 2 bedrooms.
3. The parking and loading requirements on page 8 of the "PD Plan for PUD-CZ Trackside Development" are amended to state:
  - a. Notwithstanding the foregoing, the parking and loading requirements applicable to the attached residential section of Trackside South shall be calculated at 1.5 spaces per residential unit. This shall not apply to townhomes.
4. The project shall install light timers, motion sensors, or other smart lighting technology for all lighting within the parking lot.
5. The maximum height for mixed-use buildings with a combination of residential and non-residential uses shall be 5 stories (75').
6. First floor residential shall be prohibited along Hunter Street.
7. The project commits to planting only native plants. Landscaping shall be coordinated with and approved by the Planning Department at site or subdivision plan review.
8. Parks and Recreation condition #7 is removed. It stated: "A section of public greenway at the corner of Hunter and Laura Duncan will be constructed within the existing 20' sewer easement. A building credit will be provided to the developer as part of the recreation requirement." This will comply with the current Bicycle and Pedestrian System Plan Map and Parks and Recreation Master Plan Map.

No further changes are proposed.

Sincerely,



Curteis Calhoun  
Managing Partner, Enclave Holdings

3700 Western Boulevard, Suite B | Raleigh, NC 27606  
www.enclave-holdings.com



## PLANNED UNIT DEVELOPMENT APPLICATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

|                |               |                 |                 |
|----------------|---------------|-----------------|-----------------|
| Application #: | <u>21CZ25</u> | Submittal Date: | <u>9/1/2021</u> |
| Fee Paid       | <u>\$</u>     | Check #         | <u></u>         |

## PETITION TO AMEND THE OFFICIAL ZONING DISTRICT MAP

Project Name: Villages of Apex PUD Amendment  
Address(es): 0 Laura Duncan Road Apex, NC 27502  
PIN(s) 0742621488

Acreage: 3.62  
Current Zoning: PUD-CZ Proposed Zoning: PUD-CZ attached residential, retail, office  
Current 2045 LUM Designation: Mixed Use: High Density Residential/Medium Density Residential/Office/Commercial  
Is the proposed rezoning consistent with the 2045 LUM Classification(s)? Yes ☒ No ☐

If any portion of the project is shown as mixed use (3 or more stripes on the 2045 Land Use Map) provide the following:

|  |          |             |
|--|----------|-------------|
| Area classified as mixed use:                          | Acreage: | <u>3.62</u> |
| Area proposed as non-residential development:          | Acreage: | <u></u>     |
| Percent of mixed use area proposed as non-residential: | Percent: | <u>22%</u>  |

## Applicant Information

Name: Enclave Holdings LLC  
Address: 3700 Western Boulevard Suite B  
City: Raleigh State: NC Zip: 27606  
Phone: 919-924-1553 E-mail: curteis@enclave-holdings.com

## Owner Information

Name: Hunter Street LLC  
Address: 227 Franconia Way  
City: Apex State: NC Zip: 27502  
Phone: 415-710-0462 E-mail: lisa.allencc@gmail.com

## Agent Information

Name: Curteis Calhoun  
Address: 3700 Western Boulevard Suite B  
City: Raleigh State: NC Zip: 27606  
Phone: 919-924-1553 E-mail: curteis@enclave-holdings.com

Other contacts:

## PLANNED UNIT DEVELOPMENT APPLICATION

Application #: 21CZ25

Submittal Date: 9/1/2021

### PLANNED UNIT DEVELOPMENT DISTRICT STANDARDS:

In return for greater flexibility in site design requirements, Planned Development (PD) Districts are expected to deliver exceptional quality community designs that preserve critical environmental resources; provide high quality community amenities; incorporate creative design in the layout of buildings, Resource Conservation Area and circulation; ensure compatibility with surrounding land uses and neighborhood character; provide high quality architecture; and provide greater efficiency in the layout and provision of roads, utilities, and other infrastructure. The Planned Development (PD) Districts shall not be used as a means of circumventing the Town's adopted land development regulations for routine developments. The PD text and plan should demonstrate how the standards of Sec. 2.3.4.F are met by the proposed rezoning.

### LEGISLATIVE CONSIDERATIONS - CONDITIONAL ZONING

The applicant shall propose site-specific standards and conditions that take into account the following considerations, which are considerations that are relevant to the legislative determination of whether or not the proposed conditional zoning district rezoning request is in the public interest. These considerations do not exclude the legislative consideration of any other factor that is relevant to the public interest. Use additional pages as needed.

1) *Consistency with 2045 Land Use Map.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and consistency with the purposes, goals, objectives, and policies of the 2045 Land Use Map.

Yes. The proposed zoning is consistent with the 2045 land use map of commercial, high density residential, medium density residential, and office.

2) *Compatibility.* The proposed Conditional Zoning (CZ) District use's appropriateness for its proposed location and compatibility with the character of surrounding land uses.

Yes, the proposed zoning is surrounded by commercial uses and medium density residential town homes.

3) *Zoning district supplemental standards.* The proposed Conditional Zoning (CZ) District use's compliance with Sec 4.4 *Supplemental Standards*, if applicable.

Yes the uses are in compliance with the Supplemental Standards in particular multifamily, retail and office uses.



## PETITION PROCESS INFORMATION

4) *Design minimizes adverse impact.* The design of the proposed Conditional Zoning (CZ) District use's minimization of adverse effects, including visual impact of the proposed use on adjacent lands; and avoidance of significant adverse impacts on surrounding lands regarding trash, traffic, service delivery, parking and loading, odors, noise, glare, and vibration and not create a nuisance.

Yes, this specific design of uses is proposed due to the commercial intersection upon which it is located. Design has taken into consideration the ingress/egress, placement of trash receptacles and overall aesthetics of the surrounding area.

5) *Design minimizes environmental impact.* The proposed Conditional Zoning District use's minimization of environmental impacts and protection from significant deterioration of water and air resources, wildlife habitat, scenic resources, and other natural resources.

Yes. There are a stream buffer and wetlands that are being protected in the proposed use.

6) *Impact on public facilities.* The proposed Conditional Zoning (CZ) District use's avoidance of having adverse impacts on public facilities and services, including roads, potable water and wastewater facilities, parks, schools, police, fire and EMS facilities.

Yes, with the proposed density impact on public facilities will be minimized to a central building location as opposed to a larger land footprint.

7) *Health, safety, and welfare.* The proposed Conditional Zoning (CZ) District use's effect on the health, safety, or welfare of the residents of the Town or its ETJ.

Yes, the health safety and welfare will be enhanced and protected given the proposed use of access to walkable services and recreation.

8) *Detrimental to adjacent properties.* Whether the proposed Conditional Zoning (CZ) District use is substantially detrimental to adjacent properties.

No. The proposed use is consistent with surrounding uses and does not have a detrimental affect of adjacent uses.

## PETITION PROCESS INFORMATION

9) *Not constitute nuisance or hazard.* Whether the proposed Conditional Zoning (CZ) District use constitutes a nuisance or hazard due to traffic impact or noise, or because of the number of persons who will be using the Conditional Zoning (CZ) District use.

No, the proposed use does not pose a nuisance or hazard as traffic impact and noise has been minimized in the proposed use. Although increased number of persons will be occupying the site it is not to the level of a hazard.

10) *Other relevant standards of this Ordinance.* Whether the proposed Conditional Zoning (CZ) District use complies with all standards imposed on it by all other applicable provisions of this Ordinance for use, layout, and general development characteristics.

Yes, we are seeking to contribute to the general development and consistency of the surrounding downtown plan and create a space that is mutually beneficial to Apex residents as well as those in use of the proposed development.



**DEVELOPMENT NAME APPROVAL APPLICATION**Application #: 21CZ25Submittal Date: 9/1/2021**Proposed Subdivision/Development Information**Description of location: Northwest corner of Laura Duncan & Hunter Street consisting of 3.62 acresNearest intersecting roads: Laura Duncan and Hunter StreetWake County PIN(s): 0742621488Township: White Oak**Contact Information (as appropriate)**Contact person: Curteis CalhounPhone number: 919-924-1553

Fax number: \_\_\_\_\_

Address: 3700 Western Boulevard Suite B Raleigh, NC 27606E-mail address: curteis@enclave-holdings.comOwner: Hunter Street LLCPhone number: 415-710-0462

Fax number: \_\_\_\_\_

Address: 227 Franconia Way Apex, NC 27502E-mail address: lisa.allencc@gmail.com**Proposed Subdivision/Development Name**1<sup>st</sup> Choice: Peak City Lofts2<sup>nd</sup> Choice (Optional): \_\_\_\_\_**Town of Apex Staff Approval:**\_\_\_\_\_  
Town of Apex Planning Department Staff\_\_\_\_\_  
Date

**AGENT AUTHORIZATION FORM**

Application #: 21CZ25

Submittal Date: 9/1/2021

Hunter Street LLC

\_\_\_\_\_ is the owner\* of the property for which the attached application is being submitted:

- ☐ Land Use Amendment
- ☒ Rezoning: For Conditional Zoning and Planned Development rezoning applications, this authorization includes express consent to zoning conditions that are agreed to by the Agent which will apply if the application is approved.
- ☐ Site Plan
- ☐ Subdivision
- ☐ Variance
- ☐ Other: \_\_\_\_\_

The property address is: 0 Laura Duncan Road Apex, NC 27502

The agent for this project is: Curteis Calhoun

☐ I am the owner of the property and will be acting as my own agent

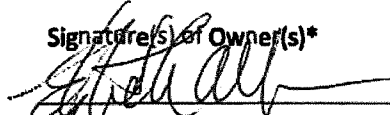
Agent Name: Curteis Calhoun

Address: 3700 Western Boulevard Suite B Raleigh, NC 27606

Telephone Number: 919-924-1553

E-Mail Address: curteis@enclave-holdings.com

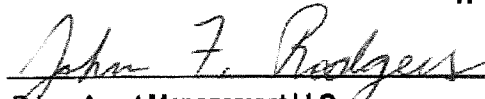
Signature(s) of Owner(s)\*

  
Elizabeth Allen

Type or print name

8/7/21

Date

  
Prime Asset Management LLC

Type or print name

8/9/21

Date

Attach additional sheets if there are additional owners.

\*Owner of record as shown on the latest equalized assessment rolls of Wake County. An option to purchase does not constitute ownership. If ownership has been recently transferred, a copy of the deed must accompany this authorization.

Pursuant to Article 40 of Chapter 66 of the North Carolina General Statutes (the Uniform Electronic Transactions Act) this application and all documents related hereto containing an electronic or digitized signature are legally binding in the same manner as are hard copy documents executed by hand signature. The parties hereby consent to use electronic or digitized signatures in accordance with the Town's Electronic Signature Policy and intend to be bound by the application and any related documents. If electronic signatures are used the application shall be delivered in an electronic record capable of retention by the recipient at the time of receipt.



# AFFIDAVIT OF OWNERSHIP

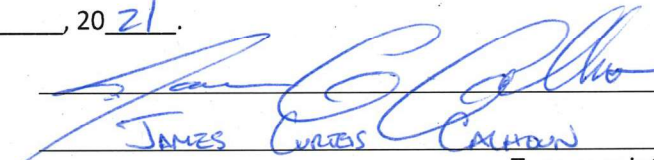
Application #: 21CZ25

Submittal Date: 9/1/2021

The undersigned, James Curteis Calhoun (the "Affiant") first being duly sworn, hereby swears or affirms as follows:

1. Affiant is over eighteen (18) years of age and authorized to make this Affidavit. The Affiant is the sole owner, or is the authorized agent of all owners, of the property located at 0 Laura Duncan Rd, Apex, NC 27502 and legally described in **Exhibit "A"** attached hereto and incorporated herein (the "Property").
2. This Affidavit of Ownership is made for the purpose of filing an application for development approval with the Town of Apex.
3. If Affiant is the owner of the Property, Affiant acquired ownership by deed, dated NA, and recorded in the Wake County Register of Deeds Office on NA, in Book NA Page NA.
4. If Affiant is the authorized agent of the owner(s) of the Property, Affiant possesses documentation indicating the agency relationship granting the Affiant the authority to apply for development approval on behalf of the owner(s).
5. If Affiant is the owner of the Property, from the time Affiant was deeded the Property on NA, Affiant has claimed sole ownership of the Property. Affiant or Affiant's predecessors in interest have been in sole and undisturbed possession and use of the property during the period of ownership. Since taking possession of the Property on NA, no one has questioned Affiant's ownership or right to possession nor demanded any rents or profits. To Affiant's knowledge, no claim or action has been brought against Affiant (if Affiant is the owner), or against owner(s) (if Affiant is acting as an authorized agent for owner(s)), which questions title or right to possession of the property, nor is any claim or action pending against Affiant or owner(s) in court regarding possession of the Property.

This the 6<sup>th</sup> day of August, 2021.


 (seal)  
JAMES CURTEIS CALHOUN  
Type or print name

STATE OF NORTH CAROLINA

COUNTY OF Wake

I, the undersigned, a Notary Public in and for the County of Wake, hereby certify that James C. Calhoun Affiant, personally known to me or known to me by said Affiant's presentation of said Affiant's NC Drivers License, personally appeared before me this day and acknowledged the due and voluntary execution of the foregoing Affidavit.



  
Notary Public  
State of North Carolina  
My Commission Expires: 2-2025

**AFFIDAVIT OF OWNERSHIP: EXHIBIT A – LEGAL DESCRIPTION**

Application #:

Submittal Date:

**Insert legal description below.**

Please see attached.



Smith & Smith Surveyors, P.A.  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-0155

Lying and being in Town of Apex, White Oak Township, Wake County, North Carolina  
and described more fully as follows to wit:

BEGINNING at an iron pipe set at the northern public right of way of Hunter Street located South 26° 51' 01" East, 255.74 feet from a control existing iron pipe #2 bearing NAD 83 (2011) coordinate values of North 722,604.05 feet, East 2,045,781.07 feet (B.M. 2017, PG. 707); thence South 56° 29' 51" East, 271.13 feet to an existing iron pipe; thence North 81° 02' 24" East, 63.21 feet to an existing iron pipe at the western public right of way of Laura Duncan Road (NCSR 1308); thence North 39° 08' 49" East, 215.00 feet to an iron pipe set; thence a curve to the left North 29° 47' 45" East, 490.16 feet (chord), 1761.82 feet (radius) to an iron pipe set at the western public right of way of Laura Duncan Road; thence leaving the western public right of way of Laura Duncan Road South 49° 25' 18" West, 350.11 feet to an iron pipe set; thence North 79° 37' 44" West, 169.41 feet to an iron pipe set; thence South 75° 09' 54" West, 183.13 feet to an iron pipe set; thence South 15° 37' 53" West, 216.16 feet to the BEGINNING, containing 3.6242 total acres more or less (157,870 square feet more or less) as shown on a map prepared by Smith & Smith Surveyors, P.A. entitled "Major Subdivision Final Plat Villages Of Apex South, Phase 1 ~ Section 3A ~ Lots 1, 167-168, 177-188, & 204-211", dated June 5, 2015, recorded in B.M. 2017, PG. 707.



## Wake County Residential Development Notification

Please complete each section of this form and submit with your application.

Town of Apex staff will enter this information into the online WCPSS form.

Please send any questions about this form to:

[studentassignment-gis-group@wcpss.net](mailto:studentassignment-gis-group@wcpss.net)

| Developer Company Information         |                              |
|---------------------------------------|------------------------------|
| Company Name                          | Enclave Holdings LLC         |
| Company Phone Number                  | 919-924-1553                 |
| Developer Representative Name         | Curteis Calhoun              |
| Developer Representative Phone Number | 919-924-1553                 |
| Developer Representative Email        | curteis@enclave-holdings.com |

| New Residential Subdivision Information                         |                                     |
|---|-------------------------------------|
| Date of Application for Subdivision                             | September 1, 2021                   |
| City, Town or Wake County Jurisdiction                          | Apex                                |
| Name of Subdivision   | Peak City Lofts                     |
| Address of Subdivision (if unknown enter nearest cross streets) | 0 Laura Duncan Road, Apex, NC 27502 |
| REID(s)   | 0445618                             |
| PIN(s)  | 0742621488                          |

| Projected Dates Information                |           |
|--|-----------|
| Subdivision Completion Date                | May 2023  |
| Subdivision Projected First Occupancy Date | June 2023 |

| Lot by Lot Development Information |                  |               |        |           |           |           |           |                   |       |             |         |                                      |         |      |         |      |
|------------------------------------|------------------|---------------|--------|-----------|-----------|-----------|-----------|-------------------|-------|-------------|---------|--------------------------------------|---------|------|---------|------|
| Unit Type                          | Total # of Units | Senior Living | Studio | 1 Bedroom | 2 Bedroom | 3 Bedroom | 4 Bedroom | Square Foot Range |       | Price Range |         | Anticipated Completion Units & Dates |         |      |         |      |
|                                    |                  |               |        |           |           |           |           | Min               | Max   | Low         | High    | Year                                 | # Units | Year | # Units | Year |
| Single Family                      |                  |               |        |           |           |           |           |                   |       |             |         |                                      |         |      |         |      |
| Townhomes                          |                  |               |        |           |           |           |           |                   |       |             |         |                                      |         |      |         |      |
| Condos                             |                  |               |        |           |           |           |           |                   |       |             |         |                                      |         |      |         |      |
| Apartments                         | 90               |               | 10     | 20        | 60        |           |           | 500               | 1,100 | \$995       | \$2,250 | 2023                                 | 90      |      |         |      |
| Other                              |                  |               |        |           |           |           |           |                   |       |             |         |                                      |         |      |         |      |

Revised 08/10/2018



August 11, 2021

Dear Neighbor,

You are invited to a neighborhood meeting to review and discuss the development proposal at 0 Laura Duncan Road, Apex North Carolina 27502 with PIN # 0742621488.

In accordance with the Town of Apex Neighborhood Meeting procedures, this meeting is intended to be a way for the applicant to discuss the project and review the proposed plans with adjacent neighbors and neighborhood organizations before the submittal of an application to the Town. This provides neighbors an opportunity to raise questions and discuss any concerns about the impacts of the project before it is officially submitted. If you are unable to attend, please refer to the Project Contact Information page for ways to contact the applicant. Notified neighbors may request that the applicant provide updates and send plans via email or mail.

Once an application has been submitted to the Town, it may be tracked using the Interactive Development Map or the Apex Development Report located on the Town of Apex website at <http://www.apexnc.org/180/Planning-Community-Development>

A Neighborhood Meeting is required because this project includes  
(check all that apply):

**Application Type**

- ☒ Rezoning (including Planned Unit Development)
- ☐ Major Site Plan
- ☐ Special Use Permit
- ☐ Residential Master Subdivision Plan (excludes exempt subdivisions)

**Approving Authority**

Town Council  
Town Council (QJPH\*)  
Town Council (QJPH\*)  
Technical Review Committee (staff)

The proposed development will be a four to five story mixed residential and commercial building consistent with the style and construction in the surrounding area.

Estimated submittal date: September 1, 2021

**MEETING INFORMATION:**

**Property Owner name:** Hunter Street LLC

**Applicant:** Curteis Calhoun, Enclave Holdings LLC

**Contact information:** [curteis@enclave-holdings.com](mailto:curteis@enclave-holdings.com) 919.924.1553

**Meeting Address:** 53 Hunter Street, Apex, NC 27502 held in the Summit Room

**Date/Time of meeting:** August 25, 2021 at 5:00PM EST

**MEETING AGENDA TIMES:**

Welcome: 5:00pm to 5:30pm Project Presentation: 5:30pm to 6:15pm Q&A: 6:15pm to 7:00pm

Sincerely,



Curteis Calhoun

Managing Partner, Enclave Holdings

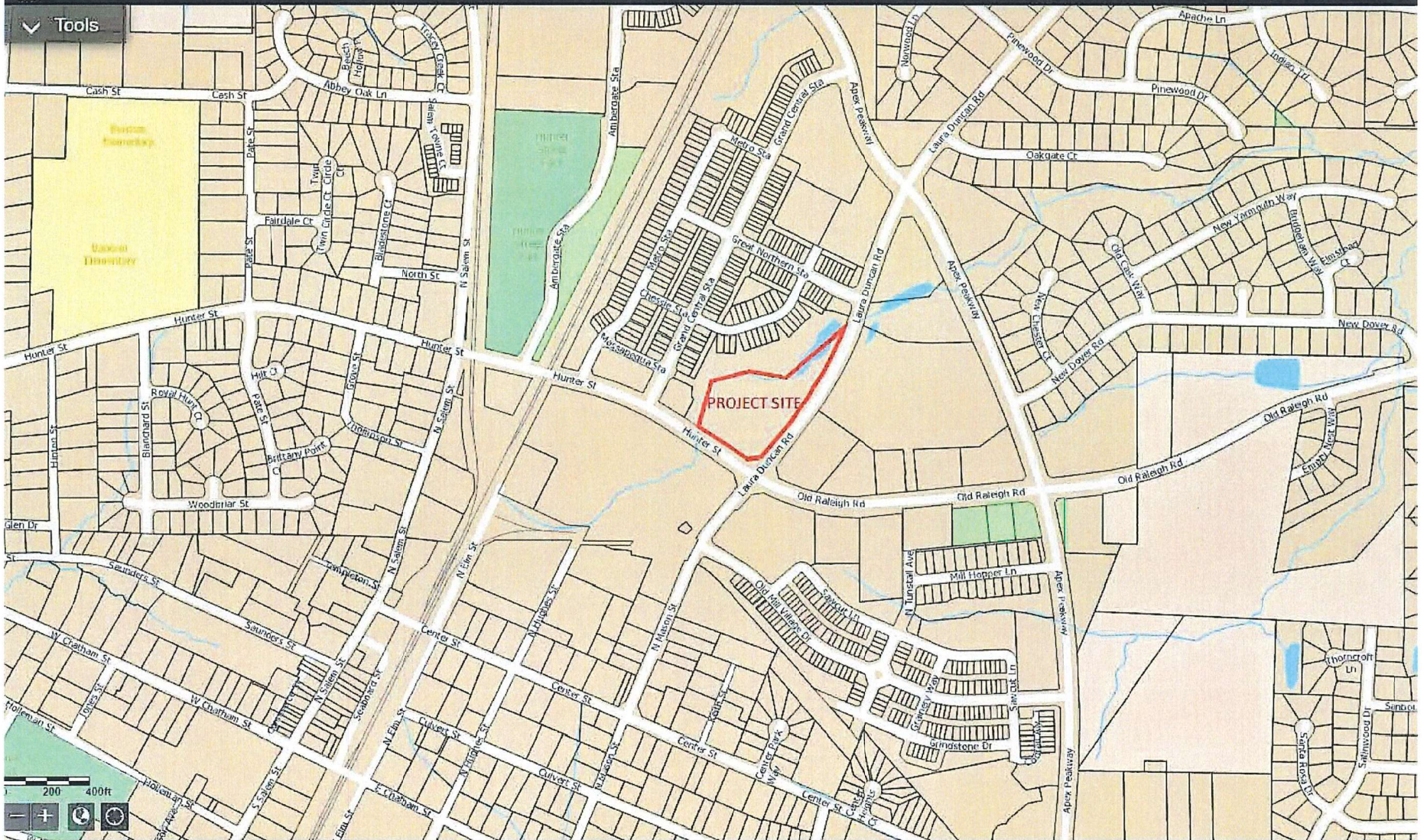
| SITE_ADDRESS           | PIN_NUM    | OWNER   | MAILING ADDRESS          |                             |
|------------------------|------------|---|--------------------------|-----------------------------|
| 0 LAURA DUNCAN RD      | 0742612827 | APEX FIRST DEVELOPMENT LLC                    | 56 HUNTER ST STE 110     | APEX NC 27502-2325          |
| 73 HUNTER ST           | 0742525172 | APEX TOWN OF                                  | PO BOX 250               | APEX NC 27502-0250          |
| 720 LAURA DUNCAN RD    | 0742628855 | BROOKFIELD PROPERTIES LLC                     | PO BOX 17102             | RALEIGH NC 27619-7102       |
| 610 LAURA DUNCAN RD    | 0742629439 | BROOKFIELD VINEYARD STATION, LLC              | PO BOX 17102             | RALEIGH NC 27619-7102       |
| 530 GRAND CENTRAL STA  | 0742528634 | BURLEIGH, MARK A BURLEIGH, SYLVIA D           | 530 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 353 GREAT NORTHERN STA | 0742635067 | BUTLER, DANIEL C                              | 353 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 355 GREAT NORTHERN STA | 0742635086 | CAPUTO, DEAN A                                | 355 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 565 CHESSIE STA        | 0742621910 | CARR, ROBERT                                  | 565 CHESSIE STA          | APEX NC 27502-1677          |
| 350 GREAT NORTHERN STA | 0742624966 | CATES, ELIZABETH BROOKS NESBITT, GARY KENNETH | 350 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 554 GRAND CENTRAL STA  | 0742529960 | CHAUDHARY, VINITA                             | 3321 OGLE DR             | CARY NC 27518-6412          |
| 343 GREAT NORTHERN STA | 0742634171 | CHAUDHRY, RAJAT CHAUDHRY, PUJA SACHDEV        | 343 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 534 GRAND CENTRAL STA  | 0742528658 | CHIGURUPATI, BHAVANA CHIGURUPATI, SRINIVAS    | 534 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 554 CHESSIE STA        | 0742529795 | CHOI, CHRIS C CHOI, SUSAN R                   | 554 CHESSIE STA          | APEX NC 27502-1677          |
| 582 CHESSIE STA        | 0742623858 | DAIGLE, RYAN                                  | 582 CHESSIE STA          | APEX NC 27502-1677          |
| 566 CHESSIE STA        | 0742621768 | DAY, ANISHA DAY, AARON                        | 4201 ADMIRALS WALK DR    | COHOES NY 12047-3658        |
| 575 CHESSIE STA        | 0742622903 | DE SOUZA, CLAUDIO DE SOUZA, DENISE            | 575 CHESSIE STA          | APEX NC 27502-1677          |
| 563 CHESSIE STA        | 0742620889 | DILEN, GREGG R DILEN, LYNN L                  | 563 CHESSIE STA          | APEX NC 27502-1677          |
| 533 GRAND CENTRAL STA  | 0742527713 | ENCARNACION, LEONAIRA ANABEL MEJIA, RAFAEL    | 533 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 531 GRAND CENTRAL STA  | 0742526790 | FU, XIAOMING SHU, YI                          | 531 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 620 CHESSIE STA        | 0742636321 | GB APEX, LLC                                  | 5858 CENTRAL AVE         | ST PETERSBURG FL 33707-1720 |
| 352 GREAT NORTHERN STA | 0742624985 | GOYENA, JACQUELINE YUMUL                      | 352 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 578 CHESSIE STA        | 0742623814 | GUCCIARDO, KAYREEN                            | 578 CHESSIE STA          | APEX NC 27502-1677          |
| 348 GREAT NORTHERN STA | 0742624947 | HABARADAS, ROMEO SOLINAP, MARIA               | 348 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 544 GRAND CENTRAL STA  | 0742529709 | HAIDER, NOREEN HAIDER, AIZAZ                  | 5616 VIRGINIA CHASE DR   | CENTREVILLE VA 20120-3443   |
| 542 GRAND CENTRAL STA  | 0742528797 | HOUGHTON, KEVIN HOUGHTON, MANDY               | 542 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 345 GREAT NORTHERN STA | 0742634190 | HUNT, HAL ANDREW HUNT, KRISTIN                | 345 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 0 LAURA DUNCAN RD      | 0742621488 | HUNTER STREET LLC                             | 227 FRANCONIA WAY        | APEX NC 27502-8601          |
| 76 HUNTER ST           | 0742525643 | HUNTER STREET STATION LLC                     | 106 PINEDALE SPRINGS WAY | CARY NC 27511-5679          |
| 346 GREAT NORTHERN STA | 0742624928 | KADAKIA, SUMIT AJAY BASNYAT, ASHAYA           | 2330 WEBSTER ST APT 455  | OAKLAND CA 94612-3176       |
| 552 GRAND CENTRAL STA  | 0742529858 | KASTELLEC, MICHAEL HAHN, HEATHER              | 552 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 536 GRAND CENTRAL STA  | 0742528761 | KELTON, HORACE ANDREW KELTON, GINA ROBINSON   | 536 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 584 CHESSIE STA        | 0742623970 | KRAMER, PATRICIA EILEEN KRAMER, DAVID JOHN    | 584 CHESSIE STA          | APEX NC 27502-1677          |
| 349 GREAT NORTHERN STA | 0742635028 | KUO, HUNG-CHIEH LIU, HSIN-YI                  | 4816 CORAL DR            | DURHAM NC 27713-3131        |
| 568 CHESSIE STA        | 0742621789 | LAMB, MICHAEL KENT LAMB, AMY DANE             | 568 CHESSIE STA          | APEX NC 27502-1677          |
| 570 CHESSIE STA        | 0742622810 | LEAP, KRISTA ELLEN                            | 570 CHESSIE STA          | APEX NC 27502-1677          |
| 541 GRAND CENTRAL STA  | 0742527851 | LEE, KENNETH LEE, DAISY                       | 541 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 580 CHESSIE STA        | 0742623836 | LIU, JUN XIAO, CHUNYU                         | 580 CHESSIE STA          | APEX NC 27502-1677          |
| 561 CHESSIE STA        | 0742620868 | LUGIANO, JOSEPH LUGIANO, HANNAH               | 561 CHESSIE STA          | APEX NC 27502-1677          |
| 540 GRAND CENTRAL STA  | 0742528774 | MARTIN, TIMOTHY MARTIN, ROSEMARIE             | 540 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 572 CHESSIE STA        | 0742622831 | MCLAIN, ADAM BRUCE                            | 209 E WIND LN            | CARY NC 27518-9720          |
| 564 CHESSIE STA        | 0742621737 | MILLER, ANGELA L. MILLER, PAUL HOWARD         | 564 CHESSIE STA          | APEX NC 27502-1677          |
| 537 GRAND CENTRAL STA  | 0742527737 | MOLLIN, DANIEL J                              | 537 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 576 CHESSIE STA        | 0742622893 | NAEHRING, DAVID NAEHRING, MARY                | 576 CHESSIE STA          | APEX NC 27502-1677          |
| 0 CHESSIE STA          | 0742620836 | NC II LP LTD PTNRSP                           | THE HALLE COMPANIES      | 2900 LINDEN LN STE 300      |
| 344 GREAT NORTHERN STA | 0742624919 | NGUYEN, BINH                                  | 1114 MAGIC HOLLOW RD     | DURHAM NC 27713-5862        |
| 56 HUNTER ST           | 0742528501 | NORTH CAROLINA OFFICE I LP                    | THE HALLE COMPANIES      | 2900 LINDEN LN STE 300      |
| 577 CHESSIE STA        | 0742622934 | NSUBUGA, PETER NSUBUGA, REBECCA JOY           | 577 CHESSIE STA          | APEX NC 27502-1677          |
| 330 GREAT NORTHERN STA | 0742633023 | OWUSU-AFRIYIE, ABENA                          | 330 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 562 CHESSIE STA        | 0742621716 | PISCITELLI, DARCY Q PISCITELLI, SCOTT R       | 6024 BATTLEFORD DR       | RALEIGH NC 27612-6628       |
| 579 CHESSIE STA        | 0742622956 | PUJALS, DAISY                                 | 9 SOUTH ST               | MADISON NJ 07940-1509       |
| 556 GRAND CENTRAL STA  | 0742529972 | SHUE, DANIEL SHUE, JENNIFER                   | 556 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 341 GREAT NORTHERN STA | 0742634152 | SUN, XIAOCHUN GUAN, CHUNHONG                  | 341 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 567 CHESSIE STA        | 0742621941 | SUNDERMAN, PATSY A                            | 567 CHESSIE STA          | APEX NC 27502-1677          |
| 351 GREAT NORTHERN STA | 0742635048 | TAFT, JEFFREY PIERCE TAFT, ROSANNE DE VERA    | 351 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 573 CHESSIE STA        | 0742621972 | THE PETER AND CHERYL CHRISTOPOULOS TRUST      | 6205 HEATHERSTONE DR     | RALEIGH NC 27606-8704       |
| 0 GRAND CENTRAL STA    | 0742527801 | THE VILLAGES OF APEX MASTER ASSOCIATION INC   | 4700 HOMEWOOD CT STE 380 | RALEIGH NC 27609-5732       |
| 535 GRAND CENTRAL STA  | 0742527725 | THI INMAN, ANH THU                            | 535 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 545 GRAND CENTRAL STA  | 0742527875 | VALENTA, LIBOR                                | 4721 CORRALES DR         | SAN JOSE CA 95136-2613      |
| 801 OLD RALEIGH RD     | 0742624236 | VINEYARD DEVELOPMENT LLC                      | PO BOX 17102             | RALEIGH NC 27619-7102       |
| 556 CHESSIE STA        | 0742620725 | VISHWAKARMA, DINESH VISHWAKARMA, SUNITA       | 556 CHESSIE STA          | APEX NC 27502-1677          |
| 347 GREAT NORTHERN STA | 0742635009 | WHITE, XIOMARA                                | 347 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 543 GRAND CENTRAL STA  | 0742527863 | WIGGINS, WILLIAM ROBERT II                    | 543 GRAND CENTRAL STA    | APEX NC 27502-1678          |
| 342 GREAT NORTHERN STA | 0742633090 | WILSON, DARLENE A                             | 342 GREAT NORTHERN STA   | APEX NC 27502-2473          |
| 546 GRAND CENTRAL STA  | 0742529811 | YE, WEIMIN MA, XUEFANG                        | 800 NOWELL RIDGE RD      | RALEIGH NC 27607-5176       |



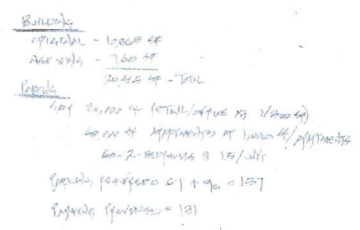
|                       |            |                       |                        |                    |
|-----------------------|------------|-----------------------|------------------------|--------------------|
| 532 GRAND CENTRAL STA | 0742528646 | YE, ZHONG HAO, LIFENG | 102 MAGNOLIA SONG CT   | CARY NC 27519-9119 |
| 558 CHESSIE STA       | 0742620755 | YERDEN, ROBIN H       | 558 CHESSIE STA        | APEX NC 27502-1677 |
|                       |            | Current Tenant        | 562 Chessie STA        | APEX NC 27502      |
|                       |            | Current Tenant        | 566 Chessie STA        | APEX NC 27502      |
|                       |            | Current Tenant        | 572 Chessie STA        | APEX NC 27502      |
|                       |            | Current Tenant        | 573 Chessie STA        | APEX NC 27502      |
|                       |            | Current Tenant        | 579 Chessie STA        | APEX NC 27502      |
|                       |            | Current Tenant        | 532 Grand Central STA  | APEX NC 27502      |
|                       |            | Current Tenant        | 544 Grand Central STA  | APEX NC 27502      |
|                       |            | Current Tenant        | 545 Grand Central STA  | APEX NC 27502      |
|                       |            | Current Tenant        | 546 Grand Central STA  | APEX NC 27502      |
|                       |            | Current Tenant        | 554 Grand Central STA  | APEX NC 27502      |
|                       |            | Current Tenant        | 344 Great Northern STA | APEX NC 27502      |
|                       |            | Current Tenant        | 346 Great Northern STA | APEX NC 27502      |
|                       |            | Current Tenant        | 349 Great Northern STA | APEX NC 27502      |
|                       |            | Current Tenant        | 10 Hunter ST           | APEX NC 27502      |
|                       |            | Current Tenant        | 56 Hunter ST           | APEX NC 27502      |
|                       |            | Current Tenant        | 610 Laura Duncan RD    | APEX NC 27502      |
|                       |            | Current Tenant        | 750 Laura Duncan RD    | APEX NC 27502      |



Tools







DRAFT WORKING  
COPY

$$1' \rightarrow 4'$$

# NEIGHBORHOOD MEETING SIGN-IN SHEET

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Meeting Address: 53 Hunter Street, Apex North Carolina 27502 (Summit Room)

Date of meeting: August 25, 2021 Time of meeting: 5:00PM EST

Property Owner(s) name(s): Hunter Street LLC

Applicant(s): Enclave Holdings LLC (Curteis Calhoun)

Please print your name below, state your address and/or affiliation with a neighborhood group, and provide your phone number and email address. Providing your name below does not represent support or opposition to the project; it is for documentation purposes only. For virtual meetings, applicants must include all known participants and request the information below.

|     | NAME/ORGANIZATION     | ADDRESS                        | PHONE # | EMAIL | SEND PLANS & UPDATES |
|-----|-----------------------|--------------------------------|---------|-------|----------------------|
| 1.  | Rishi Gandhi (EAGLES) | 750 LAURA DUNCAN RD<br>APEX NC |         |       | ✓                    |
| 2.  | Kevin Houghton        | 542 Grand Central St           |         |       | ✓                    |
| 3.  | DAVID WAHRING         | 576 Chessie Station            |         |       | ✓                    |
| 4.  | MARY WAHRING          | "                              |         |       | ✓                    |
| 5.  | Sylvia Burleigh       | 530 Grand Central St           |         |       | ✓                    |
| 6.  | Mark Burleigh         | " " "                          |         |       | ✓                    |
| 7.  | Kurt Lamb             | 566 Chessie Sta                |         |       | ✓                    |
| 8.  | Ang Lamb              | "                              |         |       |                      |
| 9.  | Angela Miller         | 564 Chessie Sta                |         |       | ✓                    |
| 10. | Paul Miller           | " "                            |         |       | ✓                    |
| 11. | Robin Verden          | 558 Chessie Sta                |         |       | ✓                    |
| 12. | Hannah Huglow         | 561 Chessie Sta                |         |       | ✓                    |
| 13. |                       |                                |         |       |                      |
| 14. |                       |                                |         |       |                      |

Use additional sheets, if necessary.



## PROJECT CONTACT INFORMATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

### Development Contacts:

Project Name: Moorhous Site Zoning: PUD-CZ

Location: 0 Laura Duncan Road Apex, NC 27502

Property PIN(s): 0742621488 Acreage/Square Feet: 3.62/157,687

Property Owner: Hunter Street LLC

Address: 227 Fanconia Way

City: Apex State: NC Zip: 27502

Phone: 415-710-0462 Email: lisa.allencc@gmail.com

Developer: Enclave Holdings LLC

Address: 3700 Western Boulevard Suite B

City: Raleigh State: NC Zip: 27606

Phone: 919-924-1553 Fax: \_\_\_\_\_ Email: curteis@enclave-holdings.com

Engineer: Jones & Cnossen

Address: 221 N. Salem Street Suite 001

City: Apex State: NC Zip: 27502

Phone: 919-387-1174 Fax: \_\_\_\_\_ Email: peter@jonescnossen.com

Builder (if known): NA

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Please note that Town staff will not have complete information about a proposed development until the application is submitted for review. If you have a question about Town development standards and how they relate to the proposed development, please contact the appropriate staff person listed below.

### Town of Apex Department Contacts

|   |                |
|---|----------------|
| Planning and Community Development Department Main Number<br>(Provide development name or location to be routed to correct planner) | (919) 249-3426 |
| Parks, Recreation & Cultural Resources Department<br>Angela Reincke, Parks and Greenways Planner                                    | (919) 249-7468 |
| Public Works - Transportation<br>Russell Dalton, Senior Transportation Engineer   | (919) 249-3358 |
| Water Resources Department<br>Jessica Bolin, Environmental Engineering Manager (Stormwater, Sedimentation & Erosion Control)        | (919) 249-3537 |
| James Gregg, Utility Engineering Manager (Water & Sewer)  | (919) 249-3324 |
| Electric Utilities Division<br>Rodney Smith, Electric Technical Services Manager  | (919) 249-3342 |

### Providing Input to Town Council:

Each Town Council meeting agenda includes a Public Forum time when anyone is permitted to speak for three (3) minutes on any topic with the exception of items listed as Public Hearings for that meeting. The Town Council meets on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month at 6:00 p.m. (except for holidays, see schedule of meetings at <http://www.apexnc.org/838/Agendas-Minutes>). You may also contact Town Council by e-mail at [AllCouncil@apexnc.org](mailto:AllCouncil@apexnc.org).

### Private Agreements and Easement Negotiation:

The Town of Apex cannot enforce private agreements between developers and neighbors and is not a party to the easement and right-of-way negotiation that occurs between developers and neighboring property owners for easements or rights-of-way that are necessary to build the project.

It is recommended that all private agreements be made in writing and that if a property owner feels it necessary, they should obtain private legal counsel in order to protect their interests in both private agreements and during easement negotiations. The only conditions that the Town of Apex can enforce are those conditions that are made a part of the conditional zoning of the property by agreement of the developer and the Town.

As an example, if a developer offers to build a fence for a neighbor to mitigate some impact, the Town can only enforce the construction of the fence if the fence becomes a condition of the rezoning. This would occur by the developer offering the condition as part of their conditional zoning application package or at the Town Council public hearing on the conditional zoning and the Town accepting it as a condition. Private agreements regarding a fence being constructed will not be enforced by the Town.

To request that any agreement with a developer is made a part of the conditional zoning at the time of approval, you may ask at the Town Council public hearing if the agreement is included in the conditions. If it is not, you may request that the Town Council not approve the rezoning without the agreement being included in the conditions (note that it is up to Town Council whether to approve or deny the rezoning but they cannot impose conditions that the applicant does not agree to add). The developer's proposed conditions can be viewed any time after a rezoning is submitted on the Interactive Development Map at: <http://apexnc.maps.arcgis.com/apps/OnePane/basicviewer/index.html?appid=fa9ba2017b784030b15ef4da27d9e795>

### Documentation:

Neighbors to a requested new development and/or rezoning are strongly encouraged to fully document (such as through dated photographs) the condition of their property before any work is initiated for the new development. Stormwater controls installed on developed property are not designed to and will likely not remove 100% of the soil particles transported by stormwater runoff. As a result, creeks and ponds could become cloudy for a period of time after rain events.



# SUMMARY OF DISCUSSION FROM THE NEIGHBORHOOD MEETING

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Property Owner(s) name(s): Hunter Street LLC

Applicant(s): Enclave Holdings LLC

Contact information (email/phone): curteis@enclave-holdings.com/919-924-1553

Meeting Address: 53 Hunter Street, Apex NC 27502

Date of meeting: August 25, 2021 Time of meeting: 5:00PM EST

Please summarize the questions/comments and your responses from the Neighborhood Meeting or emails/phone calls received in the spaces below (attach additional sheets, if necessary). Please state if/how the project has been modified in response to any concerns. The response should not be "Noted" or "No Response". There has to be documentation of what consideration the neighbor's concern was given and justification for why no change was deemed warranted.

Question/Concern #1:

The height of the building 4-5 stories seems high and would be taller than surrounding properties and the amount of units seems to be a lot.

Applicant's Response:

We will try to maintain the height to 4 stories which the previous development was approved at this height. If we can get the desired amount of units in 4 stories we would like to do that. We are also aware of parking requirements and if we need to increase parking and reduce the building footprint we are allowing for the possibility of 5 stories to accommodate parking. The number of units is dictated by the cost for land.

Question/Concern #2:

Water run-off is a concern given the low point of the property at Laura Duncan. What will be done to mitigate the saturation?

Applicant's Response:

The previous development has a retention pond and we will be consistent with the requirements for the water run-off requirements provided by the Water Resource Management engineers. The property is also naturally wet due to a stream and wetlands located on the back portion which we will preserve.

Question/Concern #3:

Lighting from the parking lot is a concern into windows facing the property from the north. What will be done to mitigate light spreading from the area?

Applicant's Response:

We are more than happy to look into down lighting and dark sky lighting and any other technologies that are available to limit the amount of light shed on the area that is feasible for the project.

Question/Concern #4:

Limiting tree removal is a desire from the neighbors and traffic is a concern.

Applicant's Response:

We will do our best to conserve as many trees as possible and will not be cutting any trees in the wetlands area or stream buffer. We are having a traffic impact analysis conducted and will follow all procedure to accommodate for the increased amount of traffic at the site.

# AFFIDAVIT OF CONDUCTING A NEIGHBORHOOD MEETING, SIGN-IN SHEET AND ISSUES/RESPONSES SUBMITTAL

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

I, CURTIS CANTON, do hereby declare as follows:  
Print Name

1. I have conducted a Neighborhood Meeting for the proposed Rezoning, Major Site Plan, Residential Master Subdivision Plan, or Special Use Permit in accordance with UDO Sec. 2.2.7 *Neighborhood Meeting*.
2. The meeting invitations were mailed to the Apex Department of Planning and Community Development, all property owners and tenants abutting and within 300 feet of the subject property and any neighborhood association that represents citizens in the notification area via first class mail a minimum of 14 days in advance of the Neighborhood Meeting.
3. The meeting was conducted at 53 HUNTER ST, APEX NC 27502 (location/address) on AUGUST 25, 2021 (date) from 5:00 PM (start time) to 7:00 PM (end time).
4. I have included the mailing list, meeting invitation, sign-in sheet, issue/response summary, and zoning map/reduced plans with the application.
5. I have prepared these materials in good faith and to the best of my ability.

8/27/2021  
Date

By: [Signature]

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Sekhar Pinapaka, a Notary Public for the above State and County, on this the 27 day of AUGUST, 2021.

SEAL

**SEKHAR PINAPAKA**  
Notary Public  
Wake Co., North Carolina  
My Commission Expires May 23, 2026

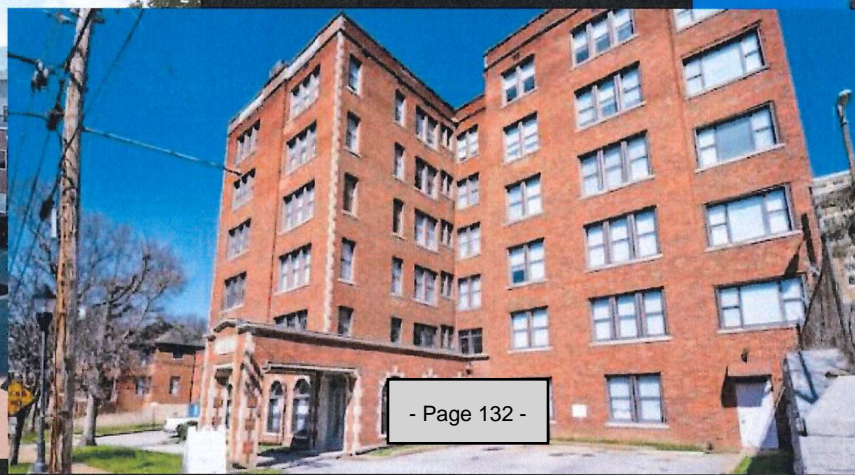
[Signature]  
Notary Public  
Sekhar Pinapaka  
Print Name

My Commission Expires: MAY 23, 2026







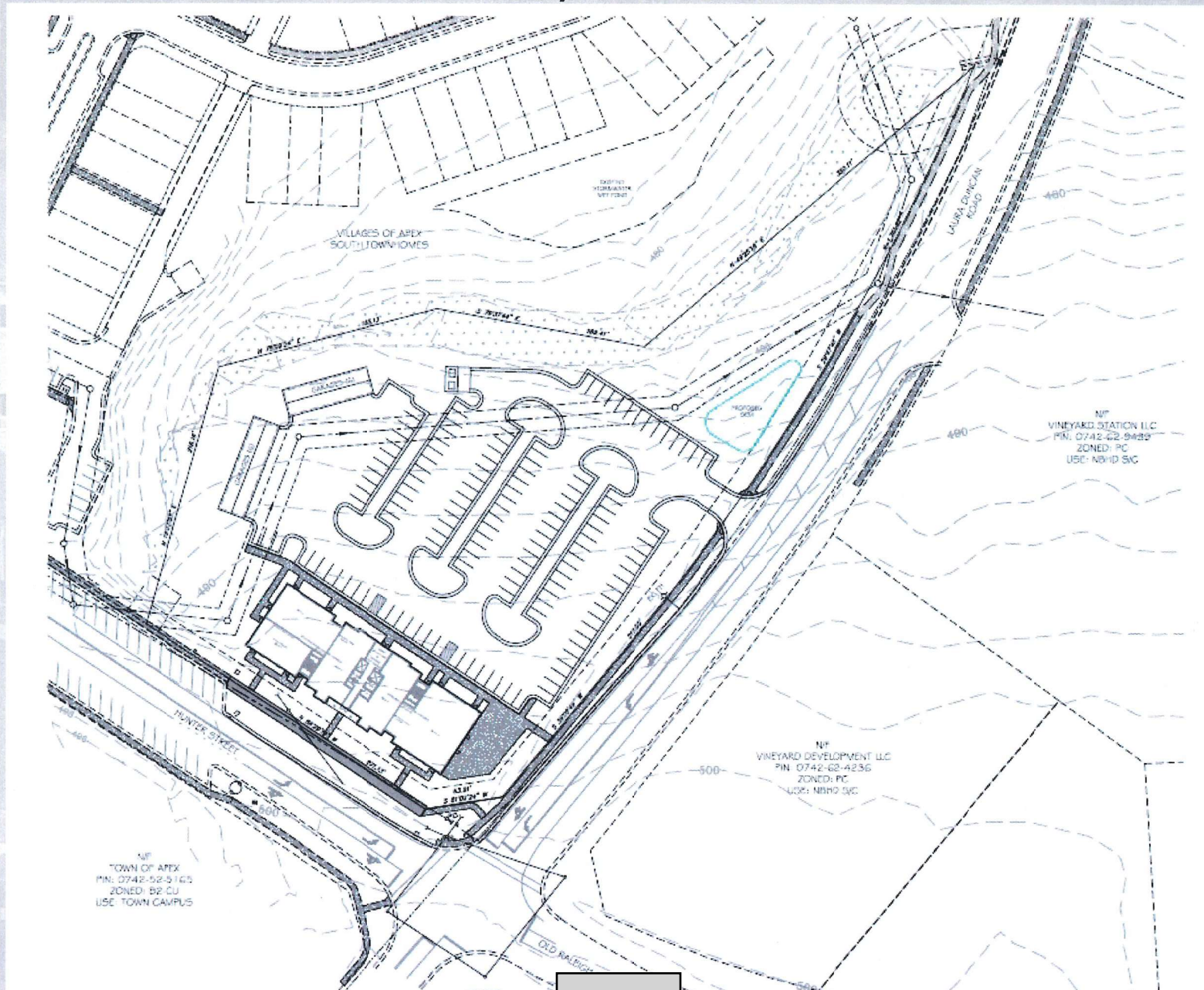








## PREVIOUSLY APPROVED/PERMITTED DEVELOPMENT

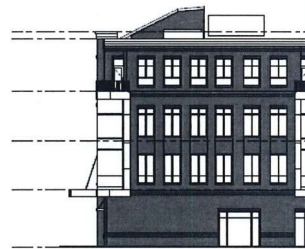




## PREVIOUSLY APPROVED/PERMITTED DEVELOPMENT



VIEW FROM CORNER OF HUNTER & LAUREL AVE.



4 WEST ELEVATION  
SCALE 3/32" = 1'-0"

3 EAST ELEVATION  
SCALE 3/32" = 1'-0"



2 NORTH ELEVATION  
SCALE 3/32" = 1'-0"



1 SOUTH ELEVATION  
SCALE 3/32" = 1'-0"

- Page 135 -

### CONSTRUCTION

PROJECT TYPE: MOORHUS  
Moortous  
5 LAUREL AVE. IN WYOMING

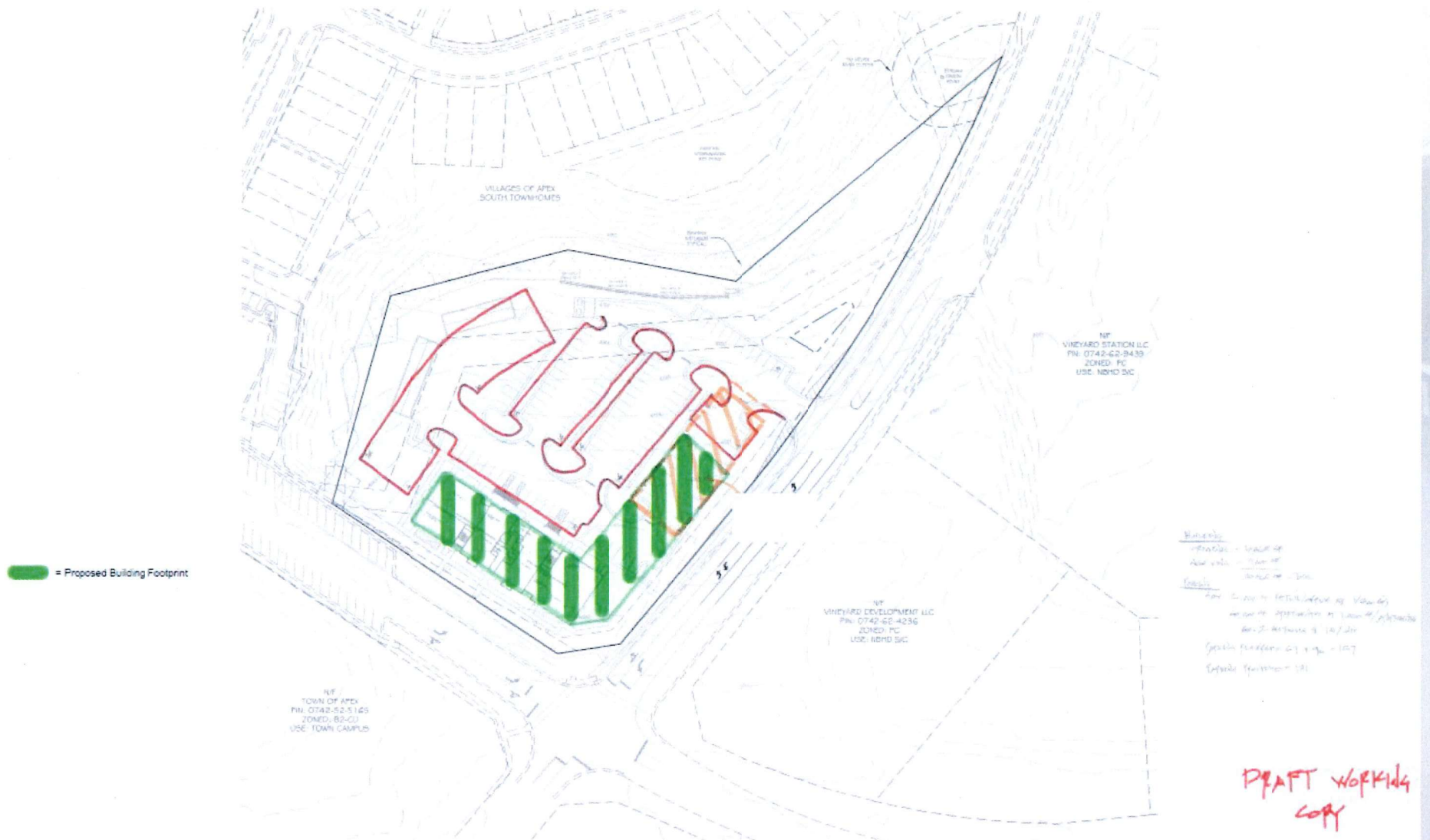
|          |           |
|----------|-----------|
| DATE     | 01.23.14  |
| BY       | J. Miller |
| CHK      | CMC       |
| APP'D    | 01.23.14  |
| REVISION | DATE      |

### ELEVATIONS

A2.0



# NEW DEVELOPMENT PROPOSAL





## NEW DEVELOPMENT PROPOSED STYLE





August 30, 2021

Russell Dalton, PE  
Town of Apex  
73 Hunter Street  
Apex, NC 27502

**Subject:** Moorhous Building – Traffic Study Update  
Apex, North Carolina

Dear Mr. Dalton,

This letter provides a revised capacity analysis and queuing summary for the proposed Moorhous Building development located in the northwest quadrant of the intersection of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street in Apex, North Carolina. The previous Traffic Impact Analysis (TIA) report was completed by Ramey Kemp & Associates (RKA) in July of 2016. Additionally, a TIA addendum was completed by RKA in February of 2018. This traffic study update is provided to summarize the impacts of the change in density of the site.

The 2018 TIA addendum assumed that the proposed development would consist of 22,600 square feet (s.f.) of office space, 11,300 s.f. of retail, and 8 apartments in a four-story building. The proposed development is now expected to consist of a maximum of 95 rental apartments above 30,000 s.f. of retail. Site access for the proposed development is expected to match that of the 2018 TIA addendum: one (1) full movement driveway along Laura Duncan Road.

### Study Area

Based on coordination with the Town of Apex (Town) and North Carolina Department of Transportation (NCDOT), the study area consists of the intersection of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street. It should be noted that this study area matches that of the 2018 TIA addendum completed for this site.

Refer to the attachments for the approved scope. Refer to Figure 1 in the attachments for the site location map and Figure 2 for the existing lane configuration figure.

### Analysis Scenarios

All capacity analyses were performed utilizing Synchro (Version 10.3). All study intersections were analyzed during the weekday AM and PM peak hours under the following traffic scenarios:

- 2021 Existing Traffic Conditions
- 2023 No-Build Traffic Conditions
- 2023 Build Traffic Conditions



### **2021 Existing Traffic Volumes**

Peak hour traffic counts from the year 2019 were grown to the year 2021 using a 2% annually compounded growth rate. This methodology was coordinated with the Town and NCDOT during scoping and was used in other traffic studies for adjacent developments in the area (Primrose Childcare).

Signal information was obtained from NCDOT and the Town and can be found in the attachments. Refer to Figure 3 in the attachments for the 2021 existing traffic volume figure.

### **2023 No-Build Traffic Volumes**

Per coordination with the Town and NCDOT, no-build peak hour traffic volumes were determined according to the methodology and rationale contained within the Primrose Childcare TIA. A growth rate of 2% was used to project 2021 existing traffic volumes to the build year of 2023. Refer to Figure 4 in the attachments for the 2023 projected traffic volume figure.

Based on coordination with the Town and NCDOT, the following adjacent developments are included in this study:

- Villages of Apex South Phase\*
- Apex High School (not at their typical campus when counts were collected) \*\*
- Apex Peakway Lidl
- Eagles Convenience Store
- Primrose Childcare

\*The Villages of Apex South is a mixed-use development that was expected to be build out by 2019. At the time the traffic data was collected in the year 2019, the Villages at Apex South development was approximately 20% complete and operational, so only 80% of the site traffic associated with the development was included in this study.

\*\*Apex High School was undergoing renovations and was therefore not in session at their typical campus at the time traffic data was collected. Trips were generated for the high school using the NCDOT Municipal School Transportation (MSTA) School Traffic Calculator for a high school with 2,262 students and distributed to the roadway network appropriately. Trips were only applied to the weekday AM peak hour, as the school PM peak hour is anticipated to occur outside of the weekday PM peak hour assumed for this study. It should be noted that this methodology provides a conservative estimation because a portion of these trips exist on the roadway network for students attending the temporary school in place of Apex High School and would have been captured in the existing counts.

Although these developments may be partially built under 2021 existing conditions, the counts were collected in March of 2019. Including these developments in no-build conditions is expected to provide a conservative estimate under future traffic conditions as compared to existing conditions. Additionally, there is anticipated to be interaction between the adjacent developments, as well as between the adjacent developments and the proposed development. Residential uses are anticipated to utilize school/ daycare uses; however, no reductions in adjacent development trips were assumed to provide conservative future traffic results. Refer to Figure 5 in the attachments for adjacent development trips and Figure 6 for the 2023 no-build traffic volume figure.

### Trip Generation

The proposed development is now expected to consist of a maximum of 95 rental apartments above 30,000 s.f. of retail. Average weekday daily, AM, and PM peak hour trips for the development were estimated using methodology contained within the ITE *Trip Generation Manual*, 10<sup>th</sup> Edition. A summary of trip generation potential for the proposed development is shown in Table 1, on the following page.

**Table 1: Trip Generation Summary**

| Land Use<br>(ITE Code)                             | Intensity         | Weekday<br>Daily Traffic<br>(vpd) | Weekday AM<br>Peak Hour<br>Trips (vph) |           | Weekday PM<br>Peak Hour<br>Trips (vph) |            |
|--|-------------------|-----------------------------------|--|-----------|--|------------|
|  |                   |                                   | Enter                                  | Exit      | Enter                                  | Exit       |
| Multifamily Housing<br>(220)                       | 95<br>units       | 700                               | 10                                     | 35        | 35                                     | 21         |
| Shopping Center<br>(820)                           | 30,000<br>sq. ft. | 2,700                             | 103                                    | 64        | 107                                    | 116        |
| <b>Total Trips</b>                                 |                   | <b>3,400</b>                      | <b>113</b>                             | <b>99</b> | <b>142</b>                             | <b>137</b> |
| <i>Pass-By Trips: Shopping Center<br/>(34% PM)</i> |                   |                                   | --                                     | --        | -38                                    | -38        |
| <b>Total Primary Trips</b>                         |                   | <b>3,400</b>                      | <b>113</b>                             | <b>99</b> | <b>104</b>                             | <b>99</b>  |

It is estimated that the proposed development will generate approximately 3,400 total site trips on the roadway during a typical 24-hour weekday period. Of the daily traffic volume, it is anticipated that 212 trips (113 entering and 99 exiting) will occur during the weekday AM peak hour and 279 trips (142 entering and 137 exiting) are expected to occur during the weekday PM peak hour.

Pass-by trips were taken into consideration in this study. Pass-by trips are made by the traffic already using the adjacent roadway, entering the site as an intermediate stop on their way to another destination. Pass-by percentages are applied to site trips after adjustments for internal capture. Pass-by trips are expected to account for approximately 76 trips (38 entering and 38 exiting) during the weekday PM peak hour. It should be noted that the pass-by trips were balanced, as it is likely that these trips would enter and exit in the same hour. Additionally, internal capture for the site would also be expected; however, this was omitted for a conservative analysis.

The total primary site trips are the calculated site trips after the reduction for internal capture and pass-by trips. Primary site trips are expected to generate approximately 212 trips (113 entering and 99 exiting) during the weekday AM peak hour and 203 trips (104 entering and 99 exiting) during the weekday PM peak hour. It should be noted that this updated density is expected to generate less weekday daily, AM, and PM traffic than what was proposed in the TIA addendum.



### Trip Distribution

Based on coordination with the Town, the regional site trip distribution percentages used in the previous TIA addendum were used for this traffic study.

Refer to Figure 7 in the attachments for the site trip distribution and Figures 8a and 8b for the residential site trip assignment and retail site trip assignment figures, respectively.

Refer to Figure 9 for the pass-by trip distribution figure and Figure 10 for the pass-by assignment figure. The total site trip assignment volumes are shown in Figure 11.

### 2023 Build Traffic Volumes

To estimate the 2023 build traffic conditions, the total site trips were added to the 2023 no-build traffic volumes. Refer to Figure 12 in the attachments for the 2023 build traffic volume figure.

### Capacity Analysis

The study intersections were analyzed under 2021 existing, 2023 no-build and 2023 build traffic conditions to determine the potential impact of the proposed development under full buildout. Analysis was performed using the methodology outlined in the Highway Capacity Manual (HCM), 6<sup>th</sup> Edition published by the Transportation Research Board. Capacity and level of service are the design criteria for this traffic study. A computer software package, Synchro (Version 10.3), was used to complete the analyses for the study intersection. Please note that the unsignalized capacity analysis does not provide an overall level of service for an intersection; only delay for an approach with a conflicting movement. Refer to Table 2 for HCM levels of service and related average control delay per vehicle for unsignalized and signalized intersections. Control delay as defined by the HCM includes “initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay”.

**Table 2: Highway Capacity Manual – Levels-of-Service and Delay**

| UNSIGNALIZED INTERSECTION |   | SIGNALIZED INTERSECTION |   |
|---------------------------|---|-------------------------|---|
| LEVEL OF SERVICE          | AVERAGE CONTROL DELAY PER VEHICLE (SECONDS) | LEVEL OF SERVICE        | AVERAGE CONTROL DELAY PER VEHICLE (SECONDS) |
| A                         | 0-10  | A                       | 0-10  |
| B                         | 10-15                                       | B                       | 10-20                                       |
| C                         | 15-25                                       | C                       | 20-35                                       |
| D                         | 25-35                                       | D                       | 35-55                                       |
| E                         | 35-50                                       | E                       | 55-80                                       |
| F                         | >50   | F                       | >80   |

Capacity analysis at all study intersections was completed according to the NCDOT Congestion Management Guidelines and Town of Apex UDO guidelines.

Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street

The existing signalized intersection of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street was analyzed under 2021 existing, 2023 no-build and 2023 build traffic conditions with the lane configurations and traffic control shown in Table 3. Refer to Table 3 for a summary of the capacity analysis results. The Synchro capacity analysis reports are included in the attachments.

**Table 3: Analysis Summary of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street**

| ANALYSIS SCENARIO | APPROACH | LANE CONFIGURATIONS | WEEKDAY AM PEAK HOUR LEVEL OF SERVICE |                   | WEEKDAY PM PEAK HOUR LEVEL OF SERVICE |                   |
|-------------------|----------|---------------------|---------------------------------------|-------------------|---------------------------------------|-------------------|
|                   |          |                     | Approach                              | Overall (seconds) | Approach                              | Overall (seconds) |
| 2021 Existing     | EB       | 1 LT, 1 TH-RT       | A                                     | B<br>(15)         | A                                     | B<br>(14)         |
|                   | WB       | 1 LT, 1 TH, 1 RT    | B                                     |                   | B                                     |                   |
|                   | NB       | 1 LT, 1 TH-RT       | C                                     |                   | B                                     |                   |
|                   | SB       | 1 LT, 1 TH-RT       | B                                     |                   | C                                     |                   |
| 2023 No-Build     | EB       | 1 LT, 1 TH-RT       | B                                     | B<br>(19)         | A                                     | B<br>(17)         |
|                   | WB       | 1 LT, 1 TH, 1 RT    | B                                     |                   | B                                     |                   |
|                   | NB       | 1 LT, 1 TH-RT       | C                                     |                   | B                                     |                   |
|                   | SB       | 1 LT, 1 TH-RT       | B                                     |                   | C                                     |                   |
| 2023 Build        | EB       | 1 LT, 1 TH-RT       | B                                     | B<br>(19)         | A                                     | B<br>(17)         |
|                   | WB       | 1 LT, 1 TH, 1 RT    | B                                     |                   | B                                     |                   |
|                   | NB       | 1 LT, 1 TH-RT       | C                                     |                   | B                                     |                   |
|                   | SB       | 1 LT, 1 TH-RT       | B                                     |                   | C                                     |                   |

Capacity analysis of 2021 existing, 2023 no-build and 2023 build traffic conditions indicates the intersection of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street is expected to operate at an overall LOS B during the weekday AM and PM peak hours. From 2023 no-build to 2023 build traffic conditions, there are expected to be no changes to the movement levels of service. Additionally, from 2021 existing to 2023 build traffic conditions only minor increases in the overall delay (4 seconds in the weekday AM peak hour and 3 seconds in the weekday PM peak hour) are expected. Based on SimTraffic, the southbound queues along Laura Duncan Road are not expected to impact the proposed driveway as the max queue observed at that approach is approximately 217 feet during the weekday PM peak hour. Due to the minimal increase in delay and acceptable overall levels of service at this intersection, no improvements are recommended by the developer.



Laura Duncan Road and Site Drive

The proposed unsignalized intersection of Laura Duncan Road and Site Drive was analyzed under 2023 build traffic conditions with the lane configurations and traffic control shown in Table 4. Refer to Table 4 for a summary of the capacity analysis results. The Synchro capacity analysis reports are included in the attachments.

**Table 4: Analysis Summary of Laura Duncan Road and Site Drive**

| ANALYSIS SCENARIO | APPROACH       | LANE CONFIGURATIONS                                      | WEEKDAY AM PEAK HOUR LEVEL OF SERVICE |                   | WEEKDAY PM PEAK HOUR LEVEL OF SERVICE |                   |
|-------------------|----------------|--|---------------------------------------|-------------------|---------------------------------------|-------------------|
|                   |                |  | Approach                              | Overall (seconds) | Approach                              | Overall (seconds) |
| 2023 Build        | EB<br>NB<br>SB | <b>1 LT-RT</b><br><b>1 LT, 1 TH</b><br><b>1 TH, 1 RT</b> | B <sup>2</sup><br>A <sup>1</sup><br>- | N/A               | C <sup>2</sup><br>A <sup>1</sup><br>- | N/A               |

Improvements by developer are shown in **bold**.

1. Level of service for major-street left-turn movement.
2. Level of service for minor-street approach.

Capacity analysis of 2023 build traffic conditions indicate the major-street left-turn movement and minor-street approach at the proposed intersection of Laura Duncan Road and Site Drive are expected to operate at LOS C or better during the weekday AM and PM peak hours.

Turn lanes were considered based on the NCDOT *Policy on Street and Driveway Access to North Carolina Highways*. A two-way left-turn lane (TWLTL) between this site drive and Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street is recommended at this intersection. A southbound right-turn lane with at least 50 feet of storage is also recommended.

It should be noted that queues from the southbound left-turn at the intersection of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street are not expected to impact the northbound left-turn at this site drive as the maximum southbound left-turn queue length is 217 feet, the maximum northbound left-turn queue length is 51 feet, and the distance between these intersections is approximately 400 feet.

### Conclusions and Recommendations

Based on the capacity analysis results, the proposed development is not expected to have a significant impact on the study area. Refer to Figure 13 in the attachments for the recommended lane configuration figure.

The recommended roadway improvements are summarized below.

### **Recommended Improvements by Developer**

#### Laura Duncan Road and Site Drive

- Construct eastbound approach with one ingress and one egress lane.
- Construct a TWLTL from this proposed intersection to the existing intersection of Laura Duncan Road / Mason Street and Old Raleigh Road / Hunter Street.
- Construct a southbound right-turn lane with at least 50 feet of storage and appropriate decel and taper.
- Provide stop control at eastbound approach.

If you should have any questions or comments regarding this letter, please feel free to contact me at (919) 872-5115.

Sincerely,



Nate Bouquin, P.E.  
Traffic Engineering Project Manager  
**RAMEY KEMP & ASSOCIATES, INC.**

NC Corporate License #C-0910



Attachments: Scope  
Figures  
Signal Plans  
Synchro Reports



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

### Requested Motion

Motion to adopt a resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for November 23, 2021 on the Question of Annexation - Apex Town Council's intent to annex Mian Lin property containing 1.14 acres located at 5921 Farmpond Road, Annexation #719 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

## Attachments

- Annexation Petition
- Legal Description
- Vicinity Map
- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing





RESOLUTION DIRECTING THE TOWN CLERK  
TO INVESTIGATE PETITION RECEIVED UNDER G.S. § 160A-31

Annexation Petition# 719  
Mian Lin (5921 Farmpond Road)

WHEREAS, G.S. § 160-A 31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of her investigation.

This the 9<sup>th</sup> day of November 2021.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk





CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #719  
Mian Lin (5921 Farmpond Road)

**To: The Town Council of the Town of Apex, North Carolina**

I, Donna B. Hosch, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 9<sup>th</sup> day of November 2021.

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk

(Seal)

## PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 719 Submittal Date: 9/29/2021  
Fee Paid: \$ 200 Check #: CC-Visa

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☐ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

### OWNER INFORMATION

|   |   |
|---|---|
| <u>MIAN LW</u><br>Owner Name (Please Print) | <u>0743529835</u><br>Property PIN or Deed Book & Page # |
| <u>919 9031702</u><br>Phone                 | <u>wawamay@gmail.com</u><br>E-mail Address              |
| <br>Owner Name (Please Print)               | <br>Property PIN or Deed Book & Page #                  |
| <br>Phone                                   | <br>E-mail Address                                      |
| <br>Owner Name (Please Print)               | <br>Property PIN or Deed Book & Page #                  |
| <br>Phone                                   | <br>E-mail Address                                      |

### SURVEYOR INFORMATION

Surveyor: Staley Smith  
Phone: 919 3627111 Fax: \_\_\_\_\_  
E-mail Address: staley@smithandsmithsurveyors.net

### ANNEXATION SUMMARY CHART

| Property Information                          | Reason(s) for annexation (select all that apply)                                    |
|---|---|
| Total Acreage to be annexed: <u>1.14</u>      | Need water service due to well failure <input checked="" type="checkbox"/>          |
| Population of acreage to be annexed: <u>5</u> | Need sewer service due to septic system failure <input checked="" type="checkbox"/> |
| Existing # of housing units: <u>1</u>         | Water service (new construction) <input type="checkbox"/>                           |
| Proposed # of housing units: <u>1</u>         | Sewer service (new construction) <input type="checkbox"/>                           |
| Zoning District*: <u>RR</u>                   | Receive Town Services <input type="checkbox"/>                                      |

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department for questions.



PETITION FOR VOLUNTARY ANNEXATION

Application #: 719

Submittal Date: 9/29/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

MIAN LIN

Please Print

[Signature]

Signature

Please Print

Signature

Please Print

Signature

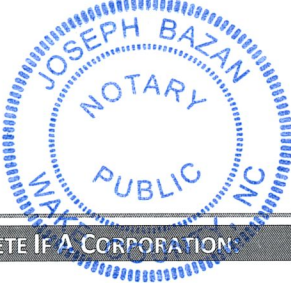
Please Print

Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Joseph Bazan, a Notary Public for the above State and County,  
this the 29<sup>th</sup> day of September, 2021.

SEAL



[Signature]

Notary Public

My Commission Expires: 12/04/2024

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

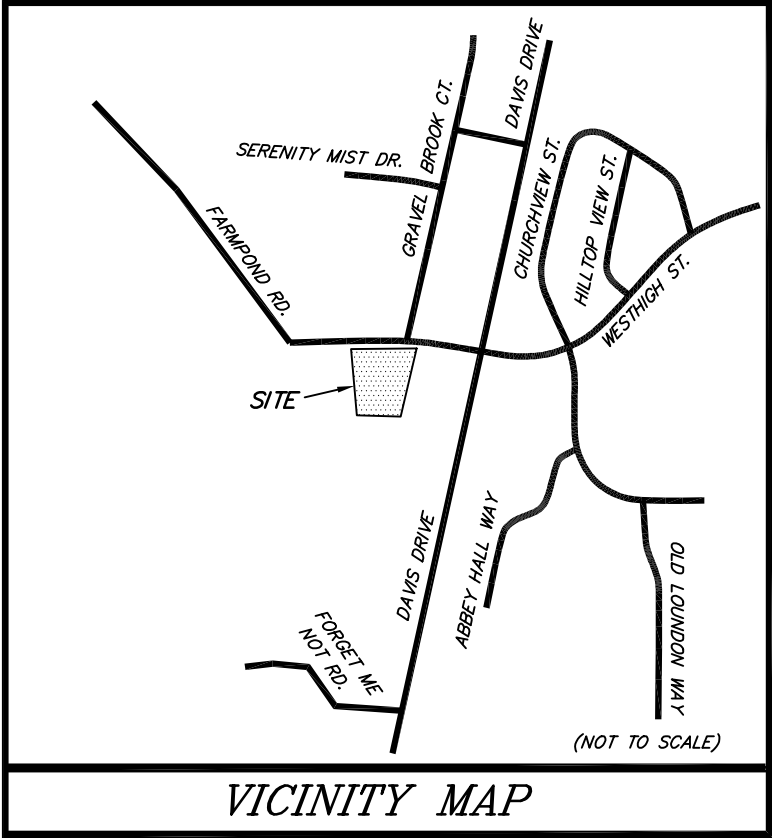
Smith & Smith Surveyors, P.A.  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a point in the southern right-of-way of Farmpond Road and being the northeastern corner of Sidney S. Smith; thence with the southern right-of-way of Farmpond Road, North  $89^{\circ}11'36''$  East, 240.63 feet to a calculated point on the aforesaid southern right-of-way, being the northwestern corner of Karen Burnette Gaster: thence with the western property line of aforesaid Gaster and beyond with the western property line of GLS Contracting Custom Homes, Inc., South  $12^{\circ}53'25''$  West, 258.32 feet to a calculated point in the northern property line of Allen Ray Kirk: thence with the northern property line of aforesaid Kirk, North  $87^{\circ}16'20''$  West, 163.00 feet to a calculated point in an eastern property line of Sidney S. Smith: thence with an eastern property line of aforesaid Smith, North  $04^{\circ}47'20''$  West, 241.51 feet to the point and place of BEGINNING, containing 1.14 Acres more or less.

This legal description was prepared without the benefit of an actual survey for the sole purpose of municipal boundary annexation.





I, STALEY C. SMITH, certify that this plat was drawn under my supervision from an actual survey made under my supervision from deed description recorded in Deed Book N/A, Page N/A, that the boundaries not surveyed are clearly indicated as drawn from information found in Book 17591, Page 493; that the ratio of precision as calculated is: 1: N/A; This map or plat is exempt from the requirements of G.S. 47-30 pursuant to G.S. 47-30 (j).

Witness my hand and seal this 12<sup>th</sup> day of October, 2021.

PRELIMINARY

THIS IS A PRELIMINARY DRAWING AND IS NOT TO BE USED AS A SURVEY OR TO TRANSFER ANY PROPERTY SHOWN HEREON.

Professional Land Surveyor  
L-3766  
License Number

REFERENCE: DEED BOOK 17591, PAGE 493  
BOOK OF MAPS 1977, PG. 180  
BOOK OF MAPS 1977, PG. 346

SURVEYOR NOTES:

- THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING SAME.
- NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
- THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
- NOT A PHYSICAL SURVEY ON THIS DATE.
- THIS ILLUSTRATIVE MAP IS PREPARED FOR THE SOLE PURPOSE OF MUNICIPAL BOUNDARY ANNEXATION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.
- ALL DISTANCES ARE EXPRESSED AS PRESUMPTIVE HORIZONTAL GROUND U.S. SURVEY FEET MEASUREMENTS.
- AREA DETERMINED USING LEGAL DESCRIPTION PREPARED BY OTHERS.

LEGEND

XXXX - Street Address (Typical)  
TL - Total  
R/W - Right Of Way

Unsurveyed Right Of Way Line  
Unsurveyed Line  
Unsurveyed Line  
Existing Town of Cary Corporate Limit Line (Unsurveyed)

DEED, NORTH  
D.B. 17591, PG. 493

SIDNEY S. SMITH  
KIMBERLY A. SMITH  
D.B. 12551, PG. 927  
B.M. 1998, PG. 1682  
B.M. 1999, PG. 659  
PIN 0743.19-52-6477

ANNEXATION # \_\_\_\_\_

I, Donna B. Hosch, MMC, NCCMC, Town Clerk, Apex, North Carolina certify this is a true and exact map of annexation adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Town Council. I set my hand and seal of the Town of Apex, \_\_\_\_\_, 2021.

Donna B. Hosch, MMC, NCCMC, Town Clerk

BRIAN S. COAN  
D.B. 15802, PG. 1744  
B.M. 1995, PG. 1445  
B.M. 1998, PG. 411  
PIN 0743.15-53-5470

WILLOW OAK OF CARY  
HOMEOWNERS ASSOCIATION, INC.  
"OPEN SPACE"  
D.B. 18156, PG. 366  
B.M. 2017, PG. 1920  
PIN 0743.15-62-1859

WILLOW OAK OF CARY  
HOMEOWNERS ASSOCIATION, INC.  
"OPEN SPACE"  
D.B. 18156, PG. 366  
B.M. 2017, PG. 1920  
PIN 0743.15-62-1859

THIS ILLUSTRATIVE MAP IS PREPARED FOR THE SOLE PURPOSE OF MUNICIPAL BOUNDARY ANNEXATION AND SHOULD NOT BE USED FOR ANY OTHER PURPOSE.

±1.14 ACRES ANNEXED  
(NOT A PHYSICAL SURVEY)  
PIN 0743.15-52-9835

BOUNDARY AND AREA SHOWN HEREON  
ACCORDING TO DEED BOOK 17591, PAGE 493  
EXISTING IMPROVEMENTS NOT SHOWN

KAREN BURNETTE GASTER  
ESTATE FILE # 18-E-1691  
D.B. 1226, PG. 383 (BACK REFERENCE)  
D.B. 1291, PG. 73 (BACK REFERENCE)  
D.B. 2364, PG. 338 (BACK REFERENCE)  
PIN 0743.15-62-1859

GLS CONTRACTING  
CUSTOM HOMES, INC.  
D.B. 12255, PG. 2406  
PIN 0743.15-62-1727

ALLEN RAY KIRK  
MARY ELIZABETH KIRK  
D.B. 17810, PG. 1362  
PIN 0743.15-62-0630

±1.14 ACRES TOTAL ANNEXED  
(NOT A PHYSICAL SURVEY)



( IN FEET )  
1 inch = 30 ft.

SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX

MIAN LIN

TOWN OF APEX ETJ, WHITE OAK TOWNSHIP, WAKE COUNTY, NORTH CAROLINA

LISTED OWNER  
(NOT A TITLE VERIFICATION)  
MIAN LIN  
701 MADISON AVENUE  
CARY, N.C. 27513-4336

P.I.N. 0743.15-52-9835



Smith and Smith,  
Surveyors, P.A.

P.O. BOX 457  
APEX, N.C. 27502  
(919) 362-7111

FIRM LICENSE No. C-0155

DATE OCTOBER 05, 2021

SCALE 1" = 30'

DRAWN BY J.A.B.

PROJECT NO. 2021-73

RECORDED IN BOOK OF MAPS 2021, PAGE \_\_\_\_\_.

[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)[Tax Bills](#)Real Estate ID **0096802** PIN # **0743529835**Account  
SearchLocation Address  
**5921 FARMPOUND RD** Property Description  
**HOWELL LAND**[Pin/Parcel History](#) [Search Results](#) [New Search](#)[NORTH CAROLINA](#) [Account](#) | [Buildings](#) | [Land](#) | [Deeds](#) | [Notes](#) | [Sales](#) | [Photos](#) | [Tax Bill](#) | [Map](#)

|   |  |  |  |
|---|--|--|--|
| Property Owner<br><b>LIN, MIAN</b><br>(Use the Deeds link to view any additional owners)  |  | Owner's Mailing Address<br><b>701 MADISON AVE</b><br><b>CARY NC 27513-4336</b>   | Property Location Address<br><b>5921 FARMPOUND RD</b><br><b>APEX NC 27523-7578</b>   |
| <b>Administrative Data</b><br>Old Map # <b>570-00000-0085</b><br>Map/Scale <b>0743 15</b><br>VCS <b>20AP900</b><br>City<br>Fire District <b>23</b><br>Township <b>WHITE OAK</b><br>Land Class <b>R-&lt;10-HS</b><br>ETJ <b>AP</b><br>Spec Dist(s)<br>Zoning <b>RR</b><br>History ID 1<br>History ID 2<br>Acreage <b>1.14</b><br>Permit Date <b>12/19/2016</b><br>Permit # <b>2015-00030</b> |  | <b>Transfer Information</b><br>Deed Date <b>9/27/2019</b><br>Book & Page <b>17591 0493</b><br>Revenue Stamps<br>Pkg Sale Date <b>1/3/2014</b><br>Pkg Sale Price <b>\$178,500</b><br>Land Sale Date<br>Land Sale Price<br><br><b>Improvement Summary</b><br>Total Units <b>1</b><br>Recycle Units <b>1</b><br>Apt/SC Sqft<br>Heated Area <b>1,820</b> | <b>Assessed Value</b><br>Land Value Assessed <b>\$112,400</b><br>Bldg. Value Assessed <b>\$155,143</b><br><br>Tax Relief<br><br>Land Use Value<br>Use Value Deferment<br>Historic Deferment<br>Total Deferred Value<br><br>Use/Hist/Tax Relief<br>Assessed<br>Total Value Assessed* <b>\$267,543</b> |

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.





RESOLUTION SETTING DATE OF PUBLIC HEARING  
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S. § 160A-31 AS AMENDED

Annexation Petition #719  
Mian Lin (5921 Farmpond Road)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on November 23, 2021.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, [www.apexnc.org](http://www.apexnc.org), Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 9<sup>th</sup> day of November 2021.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC, Town Clerk

Smith & Smith Surveyors, P.A.  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a point in the southern right-of-way of Farmpond Road and being the northeastern corner of Sidney S. Smith; thence with the southern right-of-way of Farmpond Road, North  $89^{\circ}11'36''$  East, 240.63 feet to a calculated point on the aforesaid southern right-of-way, being the northwestern corner of Karen Burnette Gaster: thence with the western property line of aforesaid Gaster and beyond with the western property line of GLS Contracting Custom Homes, Inc., South  $12^{\circ}53'25''$  West, 258.32 feet to a calculated point in the northern property line of Allen Ray Kirk: thence with the northern property line of aforesaid Kirk, North  $87^{\circ}16'20''$  West, 163.00 feet to a calculated point in an eastern property line of Sidney S. Smith: thence with an eastern property line of aforesaid Smith, North  $04^{\circ}47'20''$  West, 241.51 feet to the point and place of BEGINNING, containing 1.14 Acres more or less.

This legal description was prepared without the benefit of an actual survey for the sole purpose of municipal boundary annexation.



## PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 719 Submittal Date: 9/29/2021  
Fee Paid: \$ 200 Check #: CC-Visa

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☐ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

### OWNER INFORMATION

|   |   |
|---|---|
| <u>MIAN LW</u><br>Owner Name (Please Print) | <u>0743529835</u><br>Property PIN or Deed Book & Page # |
| <u>919 9031702</u><br>Phone                 | <u>wawamay@gmail.com</u><br>E-mail Address              |
| <br>Owner Name (Please Print)               | <br>Property PIN or Deed Book & Page #                  |
| <br>Phone                                   | <br>E-mail Address                                      |
| <br>Owner Name (Please Print)               | <br>Property PIN or Deed Book & Page #                  |
| <br>Phone                                   | <br>E-mail Address                                      |

### SURVEYOR INFORMATION

Surveyor: Staley Smith  
Phone: 919 3627111 Fax: \_\_\_\_\_  
E-mail Address: staley@smithandsmithsurveyors.net

### ANNEXATION SUMMARY CHART

| Property Information                          | Reason(s) for annexation (select all that apply)                                    |
|---|---|
| Total Acreage to be annexed: <u>1.14</u>      | Need water service due to well failure <input checked="" type="checkbox"/>          |
| Population of acreage to be annexed: <u>5</u> | Need sewer service due to septic system failure <input checked="" type="checkbox"/> |
| Existing # of housing units: <u>1</u>         | Water service (new construction) <input type="checkbox"/>                           |
| Proposed # of housing units: <u>1</u>         | Sewer service (new construction) <input type="checkbox"/>                           |
| Zoning District*: <u>RR</u>                   | Receive Town Services <input type="checkbox"/>                                      |

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 719

Submittal Date: 9/29/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

MIAN LIN

Please Print

[Signature]

Signature

Please Print

Signature

Please Print

Signature

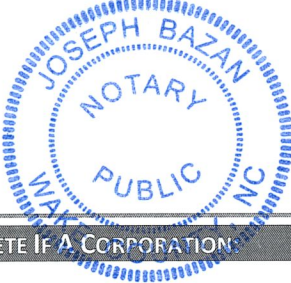
Please Print

Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Joseph Bazan, a Notary Public for the above State and County,  
this the 29<sup>th</sup> day of September, 2021.

SEAL



[Signature]

Notary Public

My Commission Expires: 12/04/2024

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



Smith & Smith Surveyors, P.A.  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a point in the southern right-of-way of Farmpond Road and being the northeastern corner of Sidney S. Smith; thence with the southern right-of-way of Farmpond Road, North  $89^{\circ}11'36''$  East, 240.63 feet to a calculated point on the aforesaid southern right-of-way, being the northwestern corner of Karen Burnette Gaster: thence with the western property line of aforesaid Gaster and beyond with the western property line of GLS Contracting Custom Homes, Inc., South  $12^{\circ}53'25''$  West, 258.32 feet to a calculated point in the northern property line of Allen Ray Kirk: thence with the northern property line of aforesaid Kirk, North  $87^{\circ}16'20''$  West, 163.00 feet to a calculated point in an eastern property line of Sidney S. Smith: thence with an eastern property line of aforesaid Smith, North  $04^{\circ}47'20''$  West, 241.51 feet to the point and place of BEGINNING, containing 1.14 Acres more or less.

This legal description was prepared without the benefit of an actual survey for the sole purpose of municipal boundary annexation.

Page 10 of 10



Annexation #719

Farmpond Rd

Gravel Brook Ct

Davis Dr

Westhigh St

Hilltop View St

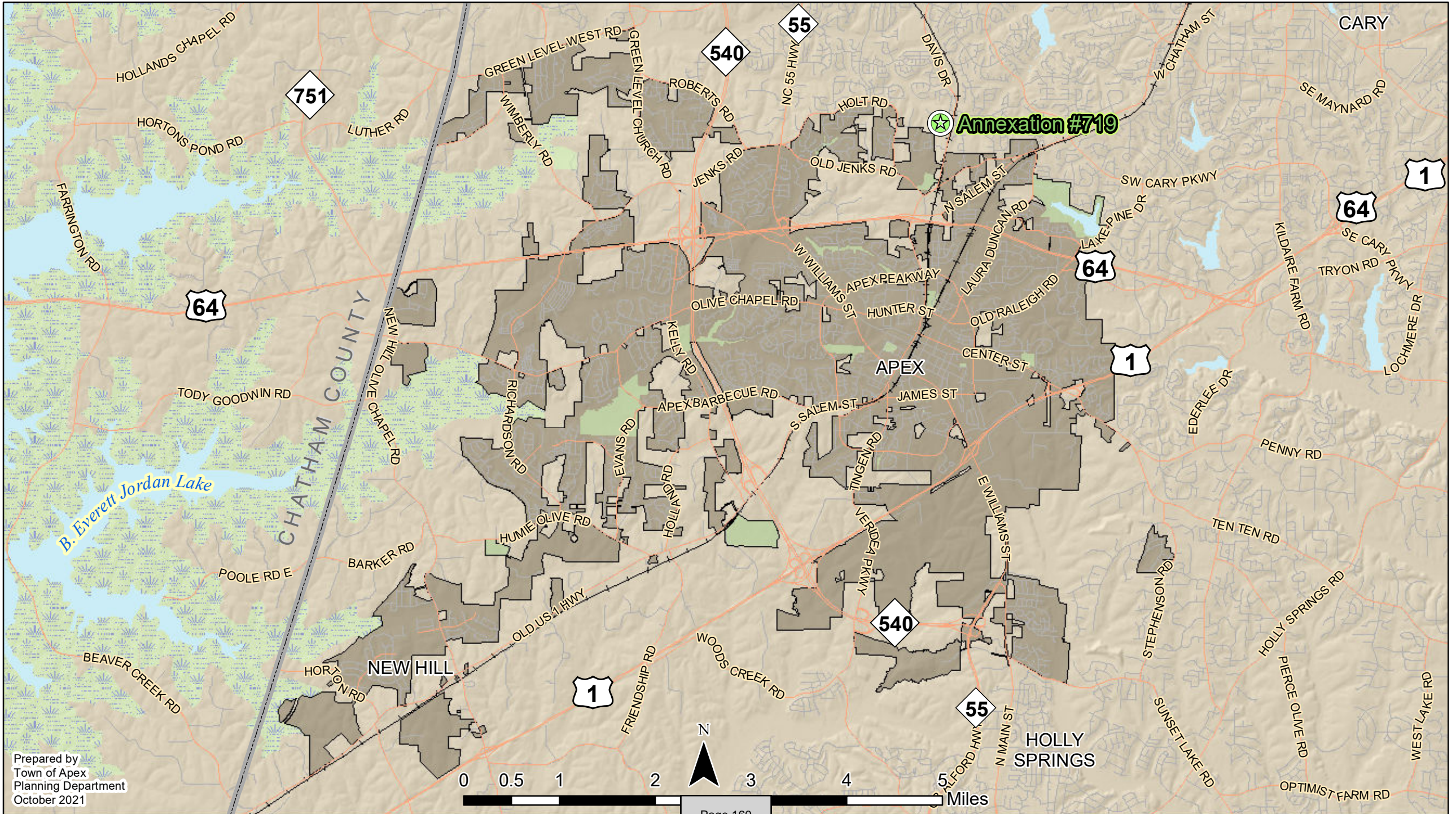
Abbey Hall Way

Churchview St

Middleton

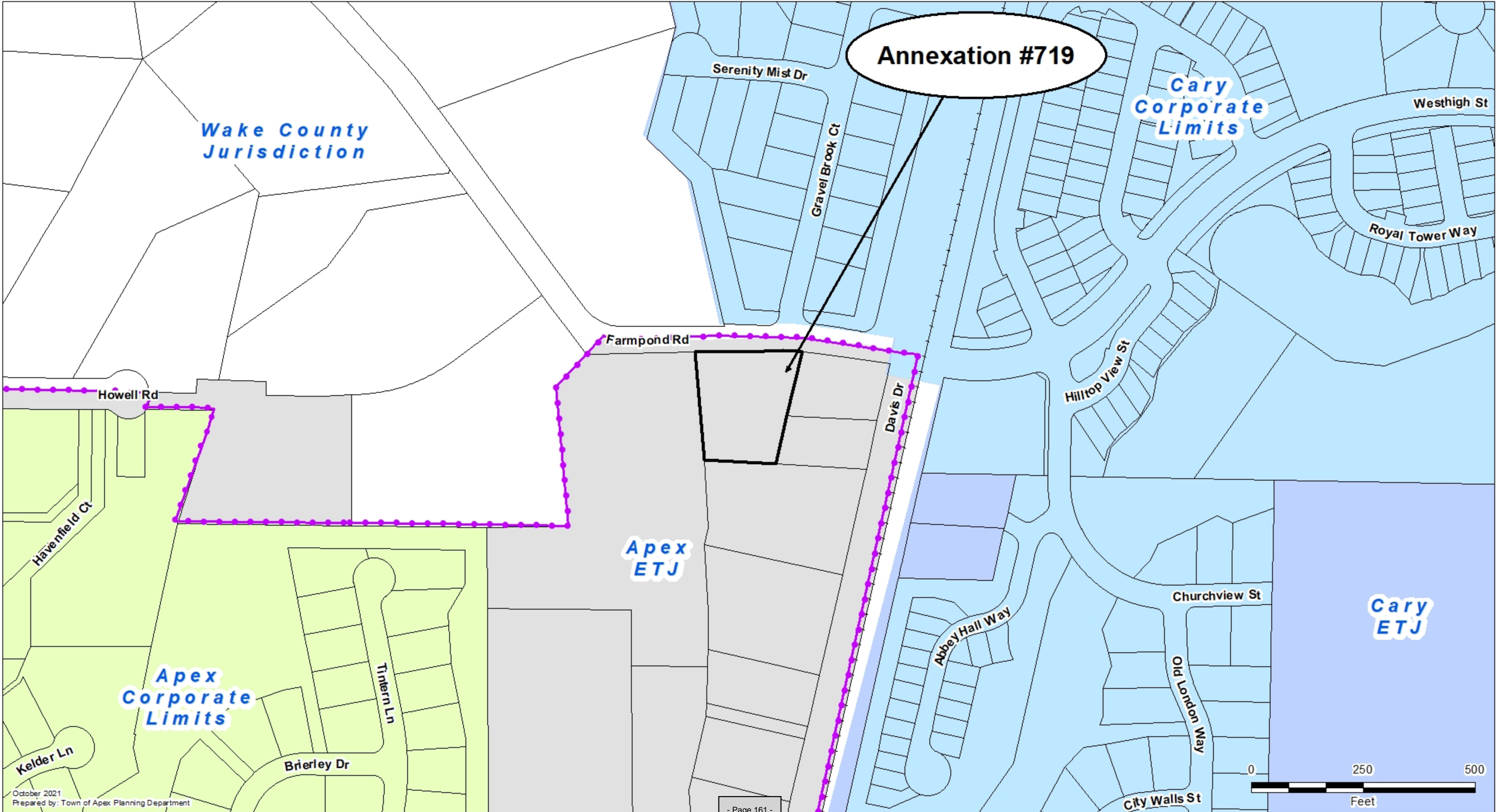




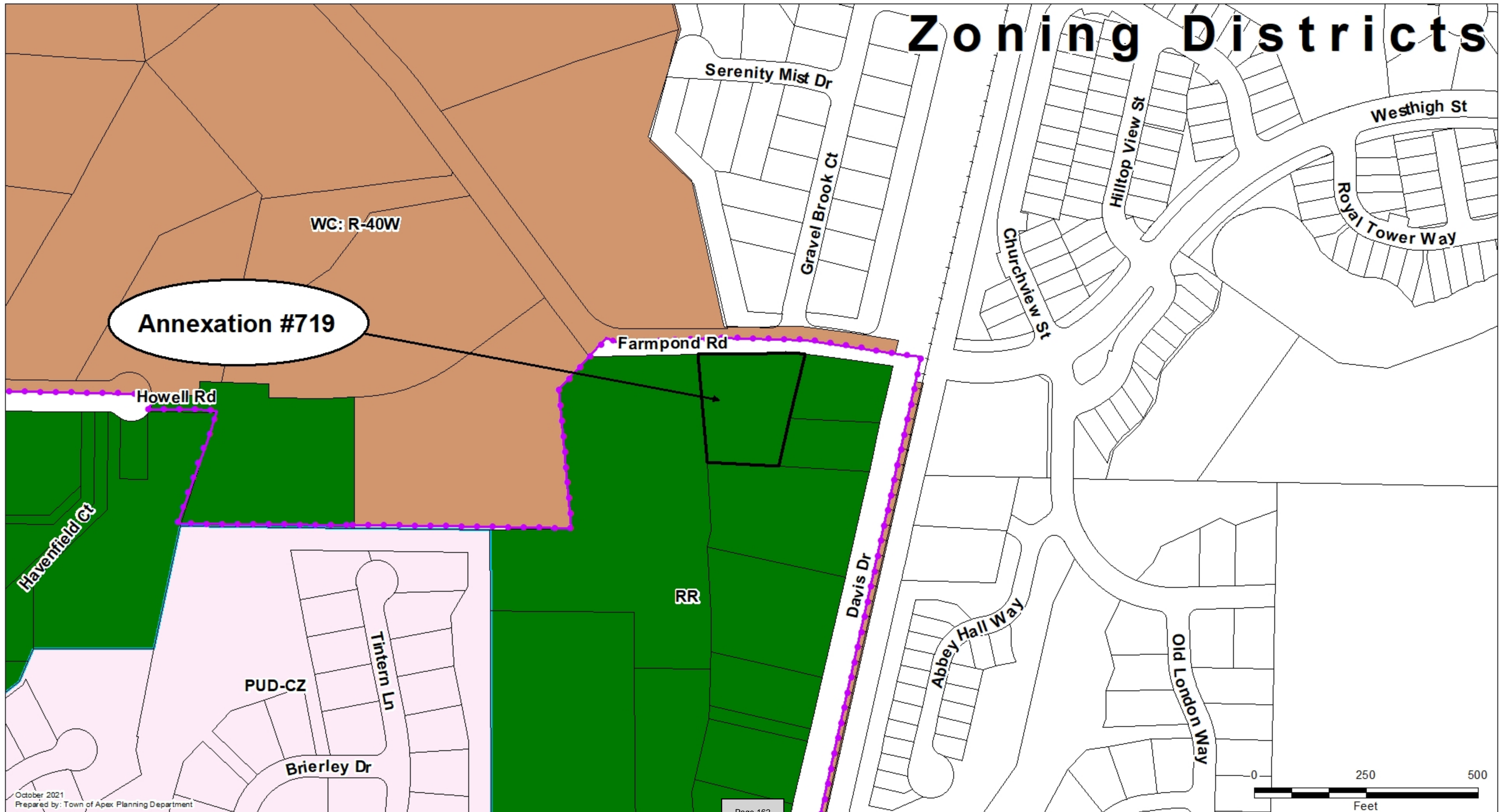


Prepared by  
Town of Apex  
Planning Department  
October 2021





# Zoning Districts





Smith & Smith Surveyors, P.A.  
P.O. Box 457  
Apex, N.C. 27502  
(919) 362-7111  
Firm License No. C-0155

Lying and being in White Oak Township, Wake County, North Carolina and being described more fully as follows to wit:

BEGINNING at a point in the southern right-of-way of Farmpond Road and being the northeastern corner of Sidney S. Smith; thence with the southern right-of-way of Farmpond Road, North  $89^{\circ}11'36''$  East, 240.63 feet to a calculated point on the aforesaid southern right-of-way, being the northwestern corner of Karen Burnette Gaster: thence with the western property line of aforesaid Gaster and beyond with the western property line of GLS Contracting Custom Homes, Inc., South  $12^{\circ}53'25''$  West, 258.32 feet to a calculated point in the northern property line of Allen Ray Kirk: thence with the northern property line of aforesaid Kirk, North  $87^{\circ}16'20''$  West, 163.00 feet to a calculated point in an eastern property line of Sidney S. Smith: thence with an eastern property line of aforesaid Smith, North  $04^{\circ}47'20''$  West, 241.51 feet to the point and place of BEGINNING, containing 1.14 Acres more or less.

This legal description was prepared without the benefit of an actual survey for the sole purpose of municipal boundary annexation.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Dianne Khin, Director of Planning and Community Development

Department(s): Planning and Community Development

### Requested Motion

Motion to adopt a resolution Directing the Town Clerk to Investigate Petition Received, to accept the Certificate of Sufficiency by the Town Clerk and to adopt a Resolution Setting Date of Public Hearing for November 23, 2021 on the Question of Annexation - Apex Town Council's intent to annex Linderman Properties, LLC (Triangle Math & Science) property containing 20.083 acres located at 351 New Hill Olive Chapel Road, Annexation #720 into the Town's corporate limits.

### Approval Recommended?

Yes, by the Planning and Community Development Department.

### Item Details

The Town Clerk certifies to the investigation of said annexation. Adoption of the Resolution authorizes the Town Clerk to advertise said public hearing by electronic means and on the Town of Apex's website.

## Attachments

- Annexation Petition
- Legal Description
- Vicinity Map
- Resolution Directing the Town Clerk to Investigate Petition
- Certificate of Sufficiency by the Town Clerk
- Resolution Setting Date of Public Hearing







RESOLUTION DIRECTING THE TOWN CLERK  
TO INVESTIGATE PETITION RECEIVED UNDER G.S. § 160A-31

Annexation Petition# 720  
Linderman Properties, LLC (Triangle Math & Science)

WHEREAS, G.S. § 160-A 31 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town Council of the Town of Apex deems it advisable to proceed in response to this request for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, that the Town Clerk is hereby directed to investigate the sufficiency of the above-described petition and to certify to the Town Council the result of her investigation.

This the 9<sup>th</sup> day of November 2021.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk



CERTIFICATE OF SUFFICIENCY BY THE TOWN CLERK

Annexation Petition #720  
Linderman Properties, LLC (Triangle Math & Science)

**To: The Town Council of the Town of Apex, North Carolina**

I, Donna B. Hosch, Town Clerk, do hereby certify that I have investigated the annexation petition attached hereto, and have found, as a fact, that said petition is signed by all owners of real property lying in the area described therein, in accordance with G.S. § 160A-31, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Apex, North Carolina this 9<sup>th</sup> day of November 2021.

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk

(Seal)



## PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 720 Submittal Date: 9/30/2021  
Fee Paid \$ 200 Check # CC

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☐ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

### OWNER INFORMATION

|                                     |                                    |
|-------------------------------------|------------------------------------|
| Linderman Properties, LLC           | DB 018297 PG 2076, PIN 0712642296  |
| Owner Name (Please Print)           | Property PIN or Deed Book & Page # |
| Phone                               | E-mail Address                     |
| James D. Sink / David B Bell Jr     | same as above                      |
| Owner Name (Please Print)           | Property PIN or Deed Book & Page # |
| Phone                               | E-mail Address                     |
| Ashworth Family Limited Partnership | same as above                      |
| Owner Name (Please Print)           | Property PIN or Deed Book & Page # |
| Phone                               | E-mail Address                     |

### SURVEYOR INFORMATION

Surveyor: Riley Surveying, PA  
Phone: 919-667-0742 Fax: \_\_\_\_\_  
E-mail Address: phlr@rileysurveyingpa.com

### ANNEXATION SUMMARY CHART

| Property Information                 |               | Reason(s) for annexation (select all that apply) |                                     |
|--------------------------------------|---------------|--|-------------------------------------|
| Total Acreage to be annexed:         | <u>20.083</u> | Need water service due to well failure           | <input type="checkbox"/>            |
| Population of acreage to be annexed: | _____         | Need sewer service due to septic system failure  | <input type="checkbox"/>            |
| Existing # of housing units:         | <u>N/A</u>    | Water service (new construction)                 | <input checked="" type="checkbox"/> |
| Proposed # of housing units:         | <u>N/A</u>    | Sewer service (new construction)                 | <input checked="" type="checkbox"/> |
| Zoning District*:                    | <u>PUD-CZ</u> | Receive Town Services                            | <input checked="" type="checkbox"/> |

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department for questions.

PETITION FOR VOLUNTARY ANNEXATION

Application #: 720

Submittal Date: 9/30/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

James D. Sink

Please Print

James D. Sink

Signature

Please Print

Signature

Please Print

Signature

Please Print

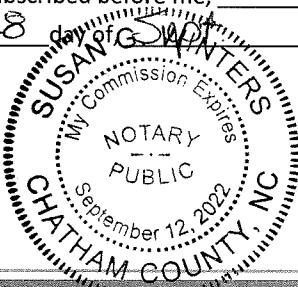
Signature

STATE OF NORTH CAROLINA  
COUNTY OF ~~WAKE~~ Chatham

Sworn and subscribed before me, Susan G. Winters, a Notary Public for the above State and County,  
this the 28 day of Sept, 2021.

Susan G. Winters  
Notary Public

SEAL



My Commission Expires: 9.12.2022

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



PETITION FOR VOLUNTARY ANNEXATION

Application #: 720

Submittal Date: 9/30/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Ralph Gary Ashworth

Please Print

Ralph G. Ashworth

Signature

John Broadus Linderman, Jr

Please Print

[Signature]

Signature

\_\_\_\_\_

Please Print

\_\_\_\_\_

Signature

\_\_\_\_\_

Please Print

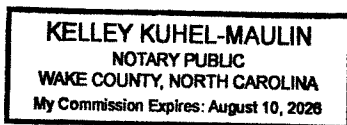
\_\_\_\_\_

Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Kelley Kuhel-Maulin, a Notary Public for the above State and County,  
this the 20 day of September, 2021.

SEAL



Kelley Kuhel-Maulin  
Notary Public

My Commission Expires: 8/10/2026

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

Application #: 720

Submittal Date: 9/30/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

David B Bell Jr  
Please Print

David B Bell Jr  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Pamela Lane, a Notary Public for the above State and County,  
this the 28 day of September, 2021.

Pamela Lane  
Notary Public

SEAL

My Commission Expires: 4/23/2025

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

Town of Apex Satellite Annexation  
Area 1

PIN 0712642296 (DB 18297 PG 2076))

Property of

Linderman Properties, LLC, et.al.

September 29, 2021

Being all of a certain portion of land situated in White Oak Township, Wake County, North Carolina, bounded on the north by two properties of O. Wayne Abbott (PINS 0712642615 and 0712647694), on the east by Heritage Homes of the Carolinas, Inc. (PIN 0712649560), on the south by the northern right-of-way of Dropseed Drive (50' public r/w) and Amberlight Road (variable width public r/w) and on the west by the eastern right-of-way New Hill Olive Chapel Road (variable width public r/w) and being more particularly described as:

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**Phone – (919)667-0742 Fax – (919)402-0234**  
Firm License – C-1281

**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

Town of Apex Satellite Annexation  
Area 2

PIN 0712642296 (DB 18297 PG 2076))

Property of

Linderman Properties, LLC, et.al.

September 29, 2021

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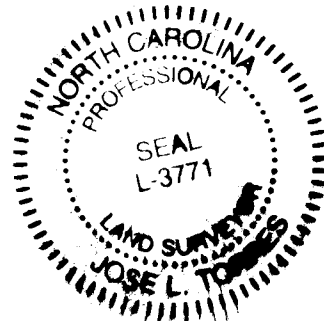


# SURVEYOR'S CERTIFICATE

I, JOSE L. TORRES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AS PAGINATED); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AS PAGINATED; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 11th DAY OF October, 2021

SURVEYOR  
L-3771  
LICENSE NUMBER



- I, JOSE L. TORRES, P.L.S., L-3771, FURTHER CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED BY AN "X":
- A. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
  - B. THIS SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNREGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
  - C. ANY ONE OF THE FOLLOWING:
    - 1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
    - 2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.
    - 3. THAT THE SURVEY IS A CONTROL SURVEY.
    - 4. THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.
  - X. D. THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.
  - E. THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

## ANNEXATION #

### TOWN CLERK CERTIFICATE

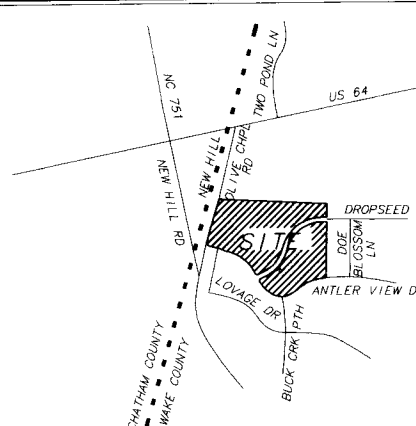
I, DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED THE 20th DAY OF October, 2021 BY THE TOWN COUNCIL. I SET MY HAND AND SEAL OF THE TOWN OF APEX.

DAY MONTH YEAR  
DONNA B. HOSCH, MMC, NCCMC, TOWN CLERK

#### TOTAL ANNEXATION AREA

874,816 SF  
20.083 AC.

#### VICINITY MAP NTS



LINDERMAN PROPERTIES, LLC, et.al.  
DB 18297 PG 2076  
PB 2016 PG 160  
PIN 0712642296  
ZONED PUD-CZ  
ANNEXATION AREA 1=12.9164 ACRES (562,621 SF)

LINDERMAN PROPERTIES, LLC, et.al.  
DB 18297 PG 2076  
PB 2016 PG 160  
PIN 0712642296  
ZONED PUD-CZ  
ANNEXATION AREA 2=7.1671 ACRES (312,195 SF)

EXISTING TOWN OF APEX LIMITS (ANNX. #561)

EXISTING TOWN OF APEX LIMITS (ANNX. #561)

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 75°10'35" E | 39.67'   |
| L2   | N 16°07'16" E | 28.73'   |
| L3   | S 16°07'16" W | 28.73'   |
| L4   | S 87°13'08" E | 33.17'   |
| L5   | N 87°13'08" W | 34.42'   |

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|----------|------------|--------------|---------------|
| C1    | 355.00'  | 205.88'    | 203.01'      | S 45°51'24" E |
| C2    | 20.00'   | 32.18'     | 28.82'       | S 30°10'58" E |
| C3    | 445.00'  | 367.16'    | 366.83'      | S 49°43'12" E |
| C4    | 50.22'   | 7.28'      | 7.27'        | S 71°01'24" E |
| C5    | 50.00'   | 7.28'      | 7.27'        | S 71°01'24" E |
| C6    | 492.13'  | 348.81'    | 342.48'      | N 67°05'34" E |
| C7    | 374.89'  | 314.63'    | 305.48'      | N 40°09'26" E |
| C8    | 424.94'  | 356.57'    | 346.20'      | S 40°09'29" W |
| C9    | 425.00'  | 567.93'    | 526.61'      | N 54°24'14" E |
| C10   | 375.00'  | 501.03'    | 464.58'      | S 54°23'53" W |
| C11   | 1965.00' | 25.38'     | 25.38'       | S 16°16'10" W |
| C12   | 84.00'   | 16.62'     | 16.60'       | S 67°20'32" E |
| C13   | 254.76'  | 75.65'     | 75.37'       | S 81°09'06" E |
| C14   | 244.00'  | 140.62'    | 138.69'      | N 65°25'53" E |
| C15   | 20.00'   | 31.32'     | 28.22'       | S 70°56'42" E |
| C16   | 20.02'   | 32.85'     | 29.15'       | S 17°28'32" W |
| C17   | 36.52'   | 16.85'     | 16.83'       | N 85°15'09" E |
| C18   | 355.00'  | 21.67'     | 21.67'       | N 27°29'58" W |

#### LEGEND

- EXISTING IRON PIPE
- EXISTING REBAR
- EXISTING "MAG" NAIL
- COMPUTED POINT
- EXISTING TOWN OF APEX LIMITS
- PUBLIC RIGHT-OF-WAY (NOT SURVEYED)

#### NOTES

- AREAS BY THE CO-ORDINATE METHOD.
- HORIZONTAL GROUND DISTANCES SHOWN HEREON.
- THE SURVEY CO-ORDINATES NOTED WERE DERIVED FROM GPS OBSERVATIONS BASED ON THE FOLLOWING:
  - 1) CLASS OF SURVEY: CLASS C
  - 2) POSITIONAL ACCURACY: MAXIMUM RESIDUAL 0.038 FT(H)
  - 3) TYPE OF GPS FIELD SURVEY: REAL TIME KINEMATIC VIA NCVRS
  - 4) DATE OF SURVEY: MOVEN 10-12, 2021
  - 5) DATUM/EPOCH: NAD 83/(2011)
  - 6) PUBLISHED/FIXED CONTROL USED: NONE
  - 7) GEOID MODEL: G 12A
  - 8) COMBINED GRID FACTOR: 0.99959983
  - 9) UNITS: US SURVEY FOOT
  - 10) GPS INSTRUMENTATION: TRIMBLE R8

**SATELLITE ANNEXATION MAP**  
**FOR THE TOWN OF APEX**  
PROPERTY OF  
**LINDERMAN PROPERTIES, LLC et. al.**  
WHITE OAK TOWNSHIP, WAKE COUNTY  
NORTH CAROLINA



**RILEY SURVEYING, P.A.**  
3326 DURHAM CHAPEL HILL BLVD. STE B-100  
DURHAM, N.C. 27707  
919-667-0742 C-1281 Email: jltorres@rileysurveyingpa.com


[Home](#)

## Wake County Real Estate Data Account Summary

[iMaps](#)
[Tax Bills](#)
Real Estate ID **0434390**PIN # **0712642296**Account  
Search

Location Address

**351 NEW HILL OLIVE CHAPEL RD**

Property Description

**LO1A WESTERN WAKE VENTURES LLC BM2016-00160**
[Pin/Parcel History](#)
[Search Results](#)
[New Search](#)

[Account](#)
[Buildings](#)
[Land](#)
[Deeds](#)
[Notes](#)
[Sales](#)
[Photos](#)
[Tax Bill](#)
[Map](#)

|  |                  |  |                   |   |                    |
|--|------------------|--|-------------------|---|--------------------|
| Property Owner<br><b>BELL, DAVID B JR</b><br><b>LINDERMAN PROPERTIES LLC</b><br>(Use the Deeds link to view any additional owners) |                  | Owner's Mailing Address<br><b>JOHN LINDERMAN</b><br><b>219 QUEENSFERRY RD</b><br><b>CARY NC 27511-6313</b> |                   | Property Location Address<br><b>351 NEW HILL OLIVE CHAPEL RD</b><br><b>APEX NC 27502-</b> |                    |
| <b>Administrative Data</b>   |                  | <b>Transfer Information</b>  |                   | <b>Assessed Value</b>   |                    |
| Old Map #  | <b>618--</b>     | Deed Date  | <b>1/20/2021</b>  | Land Value Assessed   | <b>\$1,929,675</b> |
| Map/Scale  | <b>0712 04</b>   | Book & Page  | <b>18297 2076</b> | Bldg. Value Assessed  |                    |
| VCS  | <b>20AP900</b>   | Revenue Stamps   |                   | Tax Relief  |                    |
| City   |                  | Pkg Sale Date  |                   | Land Use Value  | <b>\$2,308</b>     |
| Fire District  | <b>23</b>        | Pkg Sale Price   |                   | Use Value Deferment   | <b>\$1,927,367</b> |
| Township   | <b>WHITE OAK</b> | Land Sale Date   |                   | Historic Deferment  |                    |
| Land Class   | <b>FOR-FARM</b>  | Land Sale Price  |                   | Total Deferred Value  | <b>\$1,927,367</b> |
| ETJ  | <b>AP</b>        | <b>Improvement Summary</b>   |                   | Use/Hist/Tax Relief Assessed  | <b>\$2,308</b>     |
| Spec Dist(s)   |                  | Total Units  | <b>0</b>          | Total Value Assessed*   | <b>\$1,929,675</b> |
| Zoning   | <b>PUD-CZ</b>    | Recycle Units  | <b>0</b>          |   |                    |
| History ID 1   |                  | Apt/SC Sqft  |                   |   |                    |
| History ID 2   |                  | Heated Area  |                   |   |                    |
| Acreage  | <b>20.07</b>     |  |                   |   |                    |
| Permit Date  |                  |  |                   |   |                    |
| Permit #   |                  |  |                   |   |                    |

\*Wake County assessed building and land values reflect the market value as of January 1, 2020, which is the date of the last county-wide revaluation. Any inflation, deflation or other economic changes occurring after this date does not affect the assessed value of the property and cannot be lawfully considered when reviewing the value for adjustment.

The January 1, 2020 values will remain in effect until the next county-wide revaluation. Until that time, any real estate accounts created or new construction built is assessed according to the 2020 Schedule of Values.

For questions regarding the information displayed on this site, please contact the Department of Tax Administration at [Taxhelp@wakegov.com](mailto:Taxhelp@wakegov.com) or call 919-856-5400.





RESOLUTION SETTING DATE OF PUBLIC HEARING  
ON THE QUESTION OF ANNEXATION PURSUANT TO G.S. § 160A-31 AS AMENDED

Annexation Petition #720  
Linderman Properties, LLC (Triangle Math & Science)

WHEREAS, a petition requesting annexation of the area described herein has been received; and

WHEREAS, the Town Council of Apex, North Carolina has by Resolution directed the Town Clerk to investigate the sufficiency thereof; and

WHEREAS, Certification by the Town Clerk as to the sufficiency of said petition has been made;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Apex, North Carolina that:

Section 1. A public hearing on the question of annexation of the area described herein will be held at the Apex Town Hall at 6 o'clock p.m. on November 23, 2021.

Section 2. The area proposed for annexation is described as attached.

Section 3. Notice of said public hearing shall be published on the Town of Apex Website, [www.apexnc.org](http://www.apexnc.org), Public Notice, at least ten (10) days prior to the date of said public hearing.

This the 9<sup>th</sup> day of November 2021.

---

Jacques K. Gilbert, Mayor

ATTEST:

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Donna B. Hosch, MMC, NCCMC, Town Clerk

**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

Town of Apex Satellite Annexation  
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Firm License - C-1281

## PETITION FOR VOLUNTARY ANNEXATION

This document is a public record under the North Carolina Public Records Act and may be published on the Town's website or disclosed to third parties.

Application #: 720 Submittal Date: 9/30/2021  
Fee Paid \$ 200 Check # CC

### TO THE TOWN COUNCIL APEX, NORTH CAROLINA

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Apex, Wake County, North Carolina.
2. The area to be annexed is ☐ contiguous, ☐ non-contiguous (satellite) to the Town of Apex, North Carolina and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads, and other areas as stated in G.S. 160A-31(f), unless otherwise stated in the annexation amendment.

### OWNER INFORMATION

|                                     |                                    |
|-------------------------------------|------------------------------------|
| Linderman Properties, LLC           | DB 018297 PG 2076, PIN 0712642296  |
| Owner Name (Please Print)           | Property PIN or Deed Book & Page # |
| Phone                               | E-mail Address                     |
| James D. Sink / David B Bell Jr     | same as above                      |
| Owner Name (Please Print)           | Property PIN or Deed Book & Page # |
| Phone                               | E-mail Address                     |
| Ashworth Family Limited Partnership | same as above                      |
| Owner Name (Please Print)           | Property PIN or Deed Book & Page # |
| Phone                               | E-mail Address                     |

### SURVEYOR INFORMATION

Surveyor: Riley Surveying, PA  
Phone: 919-667-0742 Fax: \_\_\_\_\_  
E-mail Address: phlr@rileysurveyingpa.com

### ANNEXATION SUMMARY CHART

| Property Information                 |               | Reason(s) for annexation (select all that apply) |                                     |
|--------------------------------------|---------------|--|-------------------------------------|
| Total Acreage to be annexed:         | <u>20.083</u> | Need water service due to well failure           | <input type="checkbox"/>            |
| Population of acreage to be annexed: | _____         | Need sewer service due to septic system failure  | <input type="checkbox"/>            |
| Existing # of housing units:         | <u>N/A</u>    | Water service (new construction)                 | <input checked="" type="checkbox"/> |
| Proposed # of housing units:         | <u>N/A</u>    | Sewer service (new construction)                 | <input checked="" type="checkbox"/> |
| Zoning District*:                    | <u>PUD-CZ</u> | Receive Town Services                            | <input checked="" type="checkbox"/> |

\*If the property to be annexed is not within the Town of Apex's Extraterritorial Jurisdiction, the applicant must also submit a rezoning application with the petition for voluntary annexation to establish an Apex zoning designation. Please contact the Planning Department for questions.



PETITION FOR VOLUNTARY ANNEXATION

Application #: 720

Submittal Date: 9/30/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

James D. Sink

Please Print

James D. Sink

Signature

Please Print

Signature

Please Print

Signature

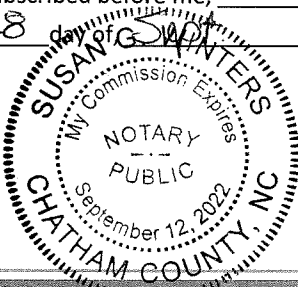
Please Print

Signature

STATE OF NORTH CAROLINA  
COUNTY OF ~~WAKE~~ Chatham

Sworn and subscribed before me, Susan G. Winters, a Notary Public for the above State and County,  
this the 28 day of Sept, 2021.

SEAL



Susan G. Winters  
Notary Public

My Commission Expires: 9.12.2022

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

President (Signature)

Attest: \_\_\_\_\_

Secretary (Signature) \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

PETITION FOR VOLUNTARY ANNEXATION

Application #: 720

Submittal Date: 9/30/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

Ralph Gary Ashworth

Please Print

Ralph G. Ashworth

Signature

John Broadus Linderman, Jr

Please Print

[Signature]

Signature

\_\_\_\_\_

Please Print

\_\_\_\_\_

Signature

\_\_\_\_\_

Please Print

\_\_\_\_\_

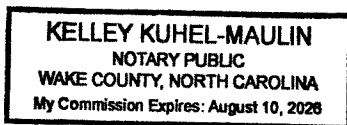
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Kelley Kuhel-Maulin, a Notary Public for the above State and County,  
this the 20 day of, September, 20 21.

Kelley Kuhel-Maulin  
Notary Public

SEAL



My Commission Expires: 8/10/2026

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_



PETITION FOR VOLUNTARY ANNEXATION

Application #: 720

Submittal Date: 9/30/2021

COMPLETE IF SIGNED BY INDIVIDUALS:

All individual owners must sign. (If additional signatures are necessary, please attach an additional sheet.)

David B Bell Jr  
Please Print

David B Bell Jr  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Signature

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, Pamela Lane, a Notary Public for the above State and County,  
this the 28 day of, September, 2021.

Pamela Lane  
Notary Public

SEAL

My Commission Expires: 4/23/2025

COMPLETE IF A CORPORATION:

In witness whereof, said corporation has caused this instrument to be executed by its President and attested by its Secretary by order of its Board of Directors, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Name \_\_\_\_\_

SEAL

By: \_\_\_\_\_

Attest:

President (Signature)

\_\_\_\_\_  
Secretary (Signature)

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

Sworn and subscribed before me, \_\_\_\_\_, a Notary Public for the above State and County,  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

Town of Apex Satellite Annexation  
Area 1

PIN 0712642296 (DB 18297 PG 2076))

Property of

Linderman Properties, LLC, et.al.

September 29, 2021

Being all of a certain portion of land situated in White Oak Township, Wake County, North Carolina, bounded on the north by two properties of O. Wayne Abbott (PINS 0712642615 and 0712647694), on the east by Heritage Homes of the Carolinas, Inc. (PIN 0712649560), on the south by the northern right-of-way of Dropseed Drive (50' public r/w) and Amberlight Road (variable width public r/w) and on the west by the eastern right-of-way New Hill Olive Chapel Road (variable width public r/w) and being more particularly described as:

Beginning at an existing "Mag" nail on the eastern right-of-way of New Hill Olive Chapel Road, said nail being on the southern property line of O. Wayne Abbott, said nail also being on the existing Town of Apex Limits (Annexation # 616); thence, with said Town of Apex Limits and said New Hill Olive Chapel Road's eastern r/w the following four calls S 16°38'29" W 304.94' to an existing iron pipe, with the arc of a curve to the left having a radius of 1,955.00' (chord of S 16°16'10" W 25.38') for a length of 25.38' to an existing iron pipe, S 15°53'51" W 148.34' to an existing iron pipe and with the arc of a curve to the left having a radius of 20.00' (chord S 30°10'58" E 28.82') for a length of 32.18' to an existing iron pipe on the northern right-of-way of Amberlight Road; thence, with the northern right-of-way of said Amberlight Road and continuing with said Town of Apex Limits the following four calls: S 75°11'40" E 110.04' to an existing iron pipe, with the arc of a curve to the right having a radius of 50.00' (chord S 71°01'24" E 7.27') for a length of 7.28' to an existing iron pipe, S 66°51'08" E 68.52' to an existing iron pipe and with the arc of a curve to the left having a radius of 50.22' (chord S 71°01'24" E 7.27') for a length of 7.28' to an existing iron pipe, said iron pipe being on the Town of Apex Limits (Annexation # 561); thence, with said Town of Apex Annexation Limits and said northern r/w of Amberlight Road the following three calls: S 75°10'35" E 39.67' to an existing iron pipe, with the arc of a curve to the right having a radius of 445.00' (chord S 49°43'12" E 356.83') for a length of 367.16' to a computed point and with the arc of a curve to the left having a radius of 20.00' (chord S 70°56'42" E 28.22') for a length of 31.32' to a computed point on the western right-of-way of Dropseed Drive; thence with said western r/w and continuing with said Town of Apex Limits the following five calls: N 64°11'36" E 62.66' to a computed point, with the arc of a curve to the left having a radius of 374.89' (chord N 40°09'26" E 305.48') for a length of 314.63' to a computed point, N 16°07'16" E 28.73' to a computed point, with the arc of a curve to the right having a radius of 425.00' (chord N 54°24'14" E 526.61') for a length of 567.93' to a computed point and S 87°13'06" E 33.17' to a computed, said point being on the western property line of Meritage Homes of Carolinas, Inc.; thence, with said Meritage Homes' western property line, with said Town of Apex Limits and leaving said Dropseed Drive's r/w N 01°21'13" E 146.09' to an existing rebar, said rebar being on the southern property line of O. Wayne Abbott and being a corner of the Town of Apex Limits; thence, leaving said Town of Apex Limits, with the southern line of said Abbott and with the new Town of Apex Limits N 87°10'57" W 280.05' to an existing iron pipe, the southeast corner of another property of O. Wayne Abbott; thence, with the southern line of said Abbott and with said new Town of Apex Limits N 87°14'05" W 847.26' to the point or place of beginning containing 12.916 acres more or less as shown on a Map by Riley Surveying, PA titled "Contiguous Satellite Annexation Map for the Town of Apex property of Linderman Properties, LLC et.al." dated , 2021

**Phone – (919)667-0742 Fax – (919)402-0234**  
Firm License – C-1281



**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

**Town of Apex Satellite Annexation**  
**Area 2**

PIN 0712642296 (DB 18297 PG 2076))

Property of

**Linderman Properties, LLC, et.al.**

September 29, 2021

Being all of a certain portion of land situated in White Oak Township, Wake County, North Carolina, bounded on the north and west by Dropseed Drive (50' public r/w), on the east by two properties of Meritage Homes of the Carolinas, Inc.(PINS 0712648264 and 0712638956) and on the south by Antler View Drive (variable width public r/w) and Amberlight Road (variable width public r/w) and being more particularly described as:

Beginning at a computed point on the southern right-of-way of Dropseed Drive, said point being on the western property line of Meritage Homes of the Carolinas, Inc. and also being a corner of the existing Town of Apex Limits (Annexation # 561); thence, with said southern r/w and with said Town of Apex Limits the following six calls: N 87°13'06" W 34.42' to a computed point, with the arc of a curve to the left having a radius of 375.00' (chord S 54°23'53" W 464.59') for a length of 501.03' to a computed point, S 16°07'16" W 28.73' to a computed point, with the arc of a curve the right having a radius of 424.94' (chord S 40°09'29" W 346.20') for a length of 356.57' to a computed point, S 64°11'36" W 61.42' to a computed point and with the arc of a curve to left having a radius of 20.02' (chord S 17°28'32" W 29.15') for a length of 32.65' to a computed point on the northern r/w of Amberlight Road; thence, with said northern r/w, with the northern right-of-way of Antler View Drive and continuing with said Town of Apex Limits the following six calls: with the arc of a curve to the left having a radius of 355.00' (chord S 45°51'24" E 203.01') for a length of 205.88' to an existing iron pipe, with the arc of a curve to the left having a radius of 94.00' (chord S 67°20'32" E 16.60') for a length of 16.62' to an existing iron pipe, with the arc of a curve to the left having a radius of 254.76' (chord S 81°09'06" E 75.37') for a length of 75.65' to an existing iron pipe, with the arc of a curve to the left having a radius of 96.62' (chord N 85°15'09" E 16.63') for a length of 16.65' to an existing iron pipe, with the arc of a curve to the left having a radius of 244.00' ( chord N 65°25'53" E 138.69') for a length of 140.62' to an existing iron pipe and with the arc of a curve to the right having a radius of 492.13' (chord N 67°05'34" E 342.49') for a length of 349.81' to an existing iron pipe, said pipe being the southwest corner of the property of Meritage Homes of the Carolinas, Inc.; thence, leaving said r/w and with the western line of two properties of said Meritage and continuing with said Town of Apex Limits N 01°21'13" E 582.71' to the point or place of beginning containing 7.167 acres more or less as shown on a Map by Riley Surveying, PA titled "Contiguous Satellite Annexation Map for the Town of Apex property of Linderman Properties, LLC et.al." dated , 2021

**Phone – (919)667-0742 Fax – (919)402-0234**

Firm License – C-1281

# SURVEYOR'S CERTIFICATE

I, JESSE L. TORRES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 45, PAGE 102) THAT THE RATIO OF PRECISION-BEING-HIGH-ACCURACY AS CALCULATED IS 1:10,000+1; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 45, PAGE 102; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 11th DAY OF October, 2021.



1. JESSE L. TORRES, P.L.S., L-3771, FURTHER CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED BY AN "X":
  - A. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
  - B. THIS SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS UNINCORPORATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.
  - C. ANY ONE OF THE FOLLOWING:
    1. THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
    2. THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.
    3. THAT THE SURVEY IS A CONTROL SURVEY.
  - D. THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.
  - E. THIS SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A CONTINGENTED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION. THE INFORMATION AVAILABLE TO THE SURVEYOR IS SUCH THAT THE SURVEYOR IS UNABLE TO MAKE A DETERMINATION TO THE BEST OF HIS OR HER PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

## ANNEXATION #

### TOWN CLERK CERTIFICATE

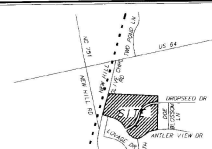
I, DONNA B. HOSCH, M.M., N.C.M., TOWN CLERK, APEX, NORTH CAROLINA CERTIFY THIS IS A TRUE AND EXACT MAP OF ANNEXATION ADOPTED BY THE BOARD OF APEX, NORTH CAROLINA, AND SEAL OF THE TOWN OF APEX.

DAY MONTH YEAR  
DONNA B. HOSCH, M.M., N.C.M., TOWN CLERK

#### TOTAL ANNEXATION AREA

874,816 SF  
20.083 AC.

#### VICINITY MAP NTS



EXISTING TOWN OF APEX LIMITS (ANNX. #616)

LINDERMAN PROPERTIES, LLC, et al.  
DB 18297 PG 2076  
PB 2016 PG 180  
PIN 0712642286  
ZONED PUD-C2  
ANNEXATION AREA 1+12.916 ACRES (562,621 SF)

O. WAYNE ABBOTT  
NO 2010 PG 3308  
PB 2009 PG 216  
PIN 0712647034

EXISTING TOWN OF APEX LIMITS (ANNX. #561)

EXISTING TOWN OF APEX LIMITS (ANNX. #561)

EXISTING TOWN OF APEX LIMITS (ANNX. #561)

LINDERMAN PROPERTIES, LLC, et al.  
DB 18297 PG 2076  
PB 2016 PG 180  
PIN 0712642286  
ZONED PUD-C2  
ANNEXATION AREA 2+7.162 ACRES (312,195 SF)

| LINE | BEARING      | DISTANCE |
|------|--------------|----------|
| L1   | S 75°10'45"E | 39.87    |
| L2   | N 41°10'10"E | 28.75    |
| L3   | S 10°10'10"E | 28.75    |
| L4   | S 67°10'10"E | 33.17    |
| L5   | N 67°10'10"E | 33.17    |

| CURVE | RADIUS   | ARC LENGTH | CHORD LENGTH | CHORD BEARING |
|-------|----------|------------|--------------|---------------|
| 21    | 300.00'  | 455.80'    | 280.00'      | S 40°10'10"E  |
| 22    | 300.00'  | 455.80'    | 280.00'      | S 40°10'10"E  |
| 23    | 445.00'  | 367.50'    | 360.00'      | S 49°43'12"E  |
| 24    | 50.00'   | 7.38'      | 7.32'        | S 77°10'10"E  |
| 25    | 50.00'   | 7.38'      | 7.32'        | S 77°10'10"E  |
| 26    | 492.13'  | 348.87'    | 342.40'      | N 67°10'10"E  |
| 27    | 174.80'  | 174.80'    | 354.40'      | S 40°10'10"E  |
| 28    | 424.04'  | 356.17'    | 348.20'      | S 40°10'10"E  |
| 29    | 424.04'  | 356.17'    | 348.20'      | S 40°10'10"E  |
| 30    | 174.80'  | 174.80'    | 354.40'      | S 40°10'10"E  |
| 31    | 1555.00' | 25.39'     | 25.39'       | S 16°10'10"E  |
| 32    | 50.00'   | 16.50'     | 16.50'       | S 40°10'10"E  |
| 33    | 50.00'   | 16.50'     | 16.50'       | S 40°10'10"E  |
| 34    | 244.00'  | 148.80'    | 138.60'      | N 67°10'10"E  |
| 35    | 50.00'   | 16.50'     | 16.50'       | S 40°10'10"E  |
| 36    | 25.00'   | 16.50'     | 16.50'       | S 40°10'10"E  |
| 37    | 16.50'   | 16.50'     | 16.50'       | N 67°10'10"E  |
| 38    | 16.50'   | 16.50'     | 16.50'       | N 67°10'10"E  |

#### LEGEND

- EXISTING IRON PIPE
- EXISTING DEBAR
- EXISTING "WALL"
- COMPUTED POINT
- EXISTING TOWN OF APEX LIMITS
- PUBLIC RIGHT-OF-WAY (NOT SURVEYED)

#### NOTES

1. AREAS BY THE CO-ORDINATE METHOD.
2. NEW ZONAL GROUND DISTANCES SHOWN HEREON.
3. THE SURVEY CO-ORDINATES NOTED WERE DERIVED FROM GPS OBSERVATIONS BASED ON THE FOLLOWING:
  - A. CLASS OF SURVEY: CLASS C
  - B. POSITIONAL ACCURACY: 1/1000 (1/1000)
  - C. TYPE OF GPS: FIXED SURVEY: REAL TIME KINEMATIC (RTK) MODE
  - D. DATE OF SURVEY: MARCH 10-11, 2021
  - E. SURVEYING METHOD: TOTAL STATION, NONE
  - F. PUBLIC RIGHT-OF-WAY: 10.00' (10.00')
  - G. GROUND MEASUREMENT: 0.00000000
  - H. GROUND MEASUREMENT: 0.00000000
  - I. GROUND MEASUREMENT: 0.00000000
  - J. GROUND MEASUREMENT: 0.00000000
  - K. GROUND MEASUREMENT: 0.00000000
  - L. GROUND MEASUREMENT: 0.00000000
  - M. GROUND MEASUREMENT: 0.00000000
  - N. GROUND MEASUREMENT: 0.00000000
  - O. GROUND MEASUREMENT: 0.00000000
  - P. GROUND MEASUREMENT: 0.00000000
  - Q. GROUND MEASUREMENT: 0.00000000
  - R. GROUND MEASUREMENT: 0.00000000
  - S. GROUND MEASUREMENT: 0.00000000
  - T. GROUND MEASUREMENT: 0.00000000
  - U. GROUND MEASUREMENT: 0.00000000
  - V. GROUND MEASUREMENT: 0.00000000
  - W. GROUND MEASUREMENT: 0.00000000
  - X. GROUND MEASUREMENT: 0.00000000
  - Y. GROUND MEASUREMENT: 0.00000000
  - Z. GROUND MEASUREMENT: 0.00000000

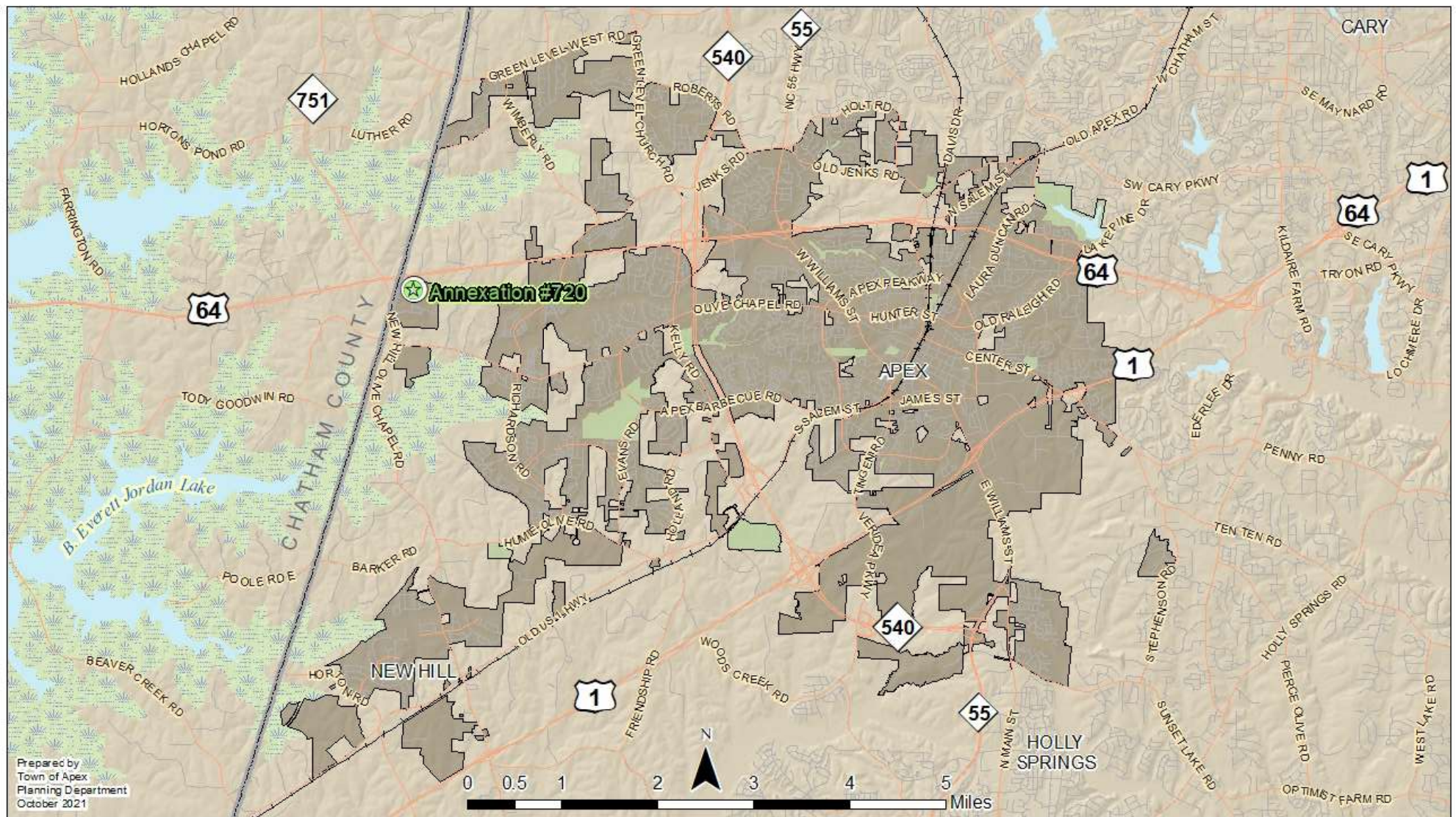
## SATELLITE ANNEXATION MAP FOR THE TOWN OF APEX

PROPERTY OF  
LINDERMAN PROPERTIES, LLC et al.  
WHITE OAK TOWNSHIP, WAKE COUNTY  
NORTH CAROLINA

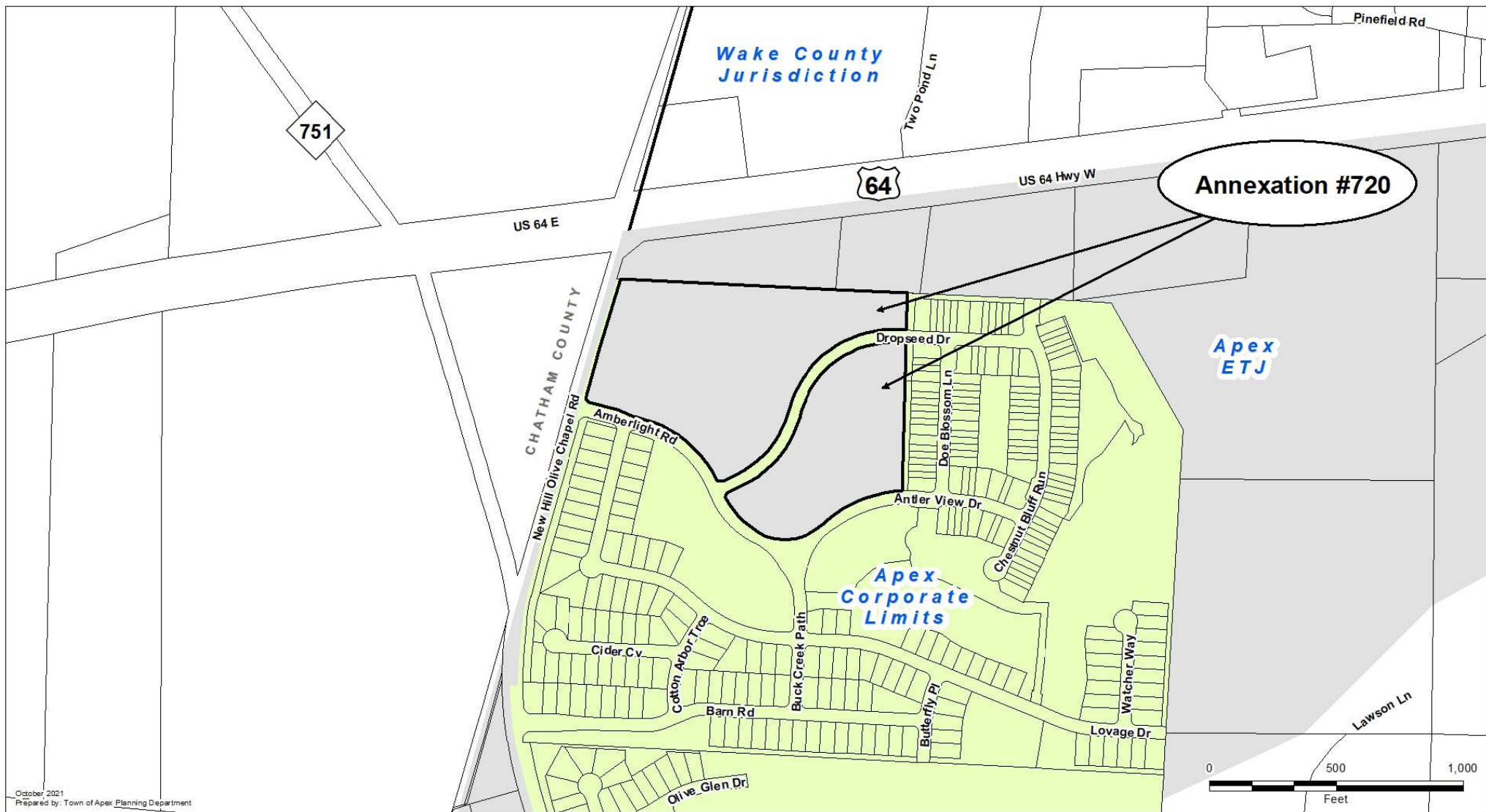






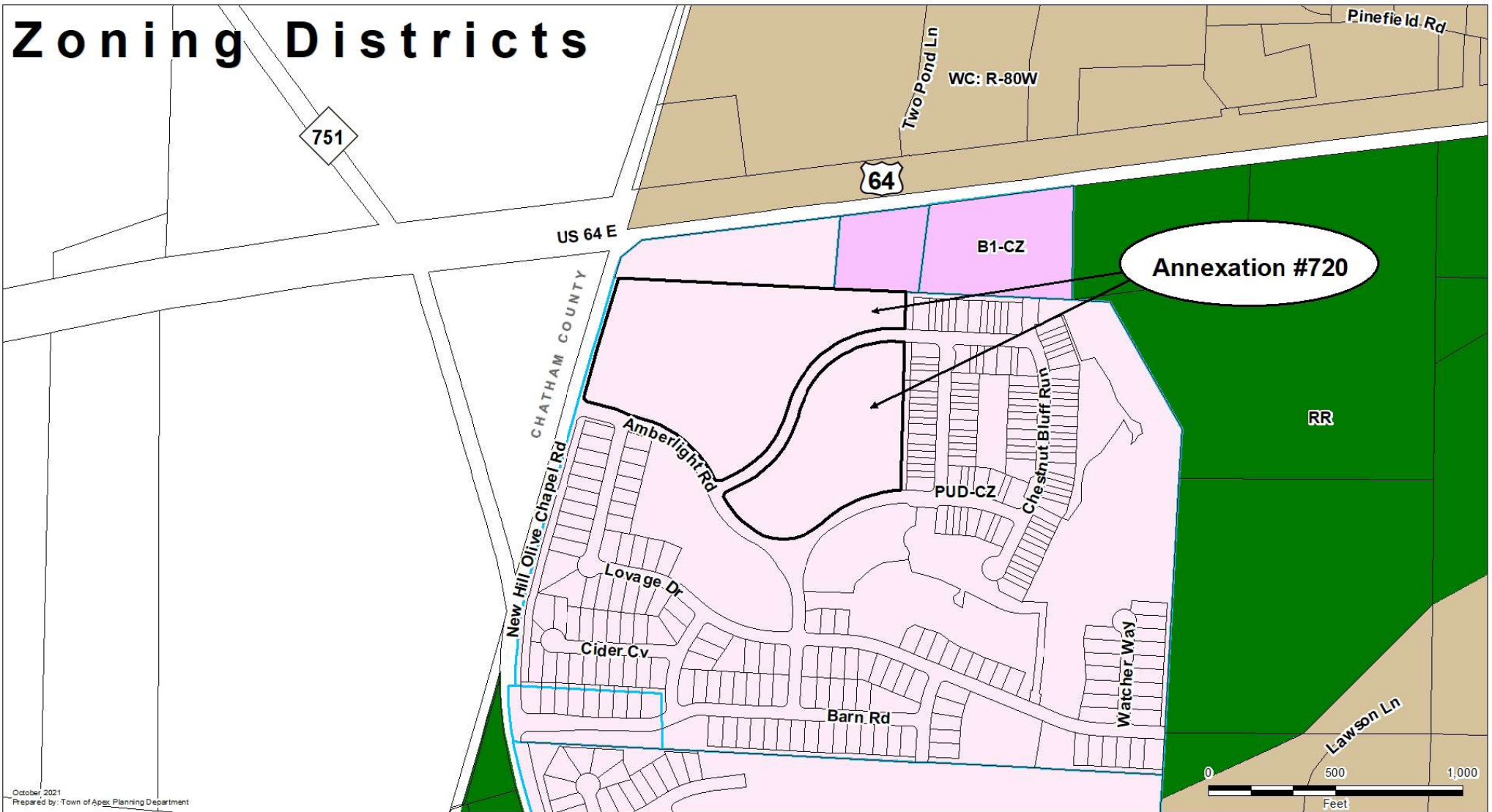






October 2021  
Prepared by: Town of Apex Planning Department

# Zoning Districts



October 2021  
Prepared by: Town of Apex Planning Department



**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

Town of Apex Satellite Annexation  
Area 1

PIN 0712642296 (DB 18297 PG 2076))

Property of

Linderman Properties, LLC, et.al.

September 29, 2021

Being all of a certain portion of land situated in White Oak Township, Wake County, North Carolina, bounded on the north by two properties of O. Wayne Abbott (PINS 0712642615 and 0712647694), on the east by Heritage Homes of the Carolinas, Inc. (PIN 0712649560), on the south by the northern right-of-way of Dropseed Drive (50' public r/w) and Amberlight Road (variable width public r/w) and on the west by the eastern right-of-way New Hill Olive Chapel Road (variable width public r/w) and being more particularly described as:

Beginning at an existing "Mag" nail on the eastern right-of-way of New Hill Olive Chapel Road, said nail being on the southern property line of O. Wayne Abbott, said nail also being on the existing Town of Apex Limits (Annexation # 616); thence, with said Town of Apex Limits and said New Hill Olive Chapel Road's eastern r/w the following four calls S 16°38'29" W 304.94' to an existing iron pipe, with the arc of a curve to the left having a radius of 1,955.00' (chord of S 16°16'10" W 25.38') for a length of 25.38' to an existing iron pipe, S 15°53'51" W 148.34' to an existing iron pipe and with the arc of a curve to the left having a radius of 20.00' (chord S 30°10'58" E 28.82') for a length of 32.18' to an existing iron pipe on the northern right-of-way of Amberlight Road; thence, with the northern right-of-way of said Amberlight Road and continuing with said Town of Apex Limits the following four calls: S 75°11'40" E 110.04' to an existing iron pipe, with the arc of a curve to the right having a radius of 50.00' (chord S 71°01'24" E 7.27') for a length of 7.28' to an existing iron pipe, S 66°51'08" E 68.52' to an existing iron pipe and with the arc of a curve to the left having a radius of 50.22' (chord S 71°01'24" E 7.27') for a length of 7.28' to an existing iron pipe, said iron pipe being on the Town of Apex Limits (Annexation # 561); thence, with said Town of Apex Annexation Limits and said northern r/w of Amberlight Road the following three calls: S 75°10'35" E 39.67' to an existing iron pipe, with the arc of a curve to the right having a radius of 445.00' (chord S 49°43'12" E 356.83') for a length of 367.16' to a computed point and with the arc of a curve to the left having a radius of 20.00' (chord S 70°56'42" E 28.22') for a length of 31.32' to a computed point on the western right-of-way of Dropseed Drive; thence with said western r/w and continuing with said Town of Apex Limits the following five calls: N 64°11'36" E 62.66' to a computed point, with the arc of a curve to the left having a radius of 374.89' (chord N 40°09'26" E 305.48') for a length of 314.63' to a computed point, N 16°07'16" E 28.73' to a computed point, with the arc of a curve to the right having a radius of 425.00' (chord N 54°24'14" E 526.61') for a length of 567.93' to a computed point and S 87°13'06" E 33.17' to a computed, said point being on the western property line of Meritage Homes of Carolinas, Inc.; thence, with said Meritage Homes' western property line, with said Town of Apex Limits and leaving said Dropseed Drive's r/w N 01°21'13" E 146.09' to an existing rebar, said rebar being on the southern property line of O. Wayne Abbott and being a corner of the Town of Apex Limits; thence, leaving said Town of Apex Limits, with the southern line of said Abbott and with the new Town of Apex Limits N 87°10'57" W 280.05' to an existing iron pipe, the southeast corner of another property of O. Wayne Abbott; thence, with the southern line of said Abbott and with said new Town of Apex Limits N 87°14'05" W 847.26' to the point or place of beginning containing 12.916 acres more or less as shown on a Map by Riley Surveying, PA titled "Contiguous Satellite Annexation Map for the Town of Apex property of Linderman Properties, LLC et.al." dated , 2021

**Phone – (919)667-0742 Fax – (919)402-0234**  
Firm License – C-1281

**Riley Surveying, P.A.**  
**3326 Durham Chapel Hill Blvd., Ste. B-100**  
**Durham, North Carolina 27707**

Town of Apex Satellite Annexation  
Area 2

PIN 0712642296 (DB 18297 PG 2076))

Property of

Linderman Properties, LLC, et.al.

September 29, 2021

Being all of a certain portion of land situated in White Oak Township, Wake County, North Carolina, bounded on the north and west by Dropseed Drive (50' public r/w), on the east by two properties of Meritage Homes of the Carolinas, Inc. (PINS 0712648264 and 0712638956) and on the south by Antler View Drive (variable width public r/w) and Amberlight Road (variable width public r/w) and being more particularly described as:

Beginning at a computed point on the southern right-of-way of Dropseed Drive, said point being on the western property line of Meritage Homes of the Carolinas, Inc. and also being a corner of the existing Town of Apex Limits (Annexation # 561); thence, with said southern r/w and with said Town of Apex Limits the following six calls: N 87°13'06" W 34.42' to a computed point, with the arc of a curve to the left having a radius of 375.00' (chord S 54°23'53" W 464.59') for a length of 501.03' to a computed point, S 16°07'16" W 28.73' to a computed point, with the arc of a curve the right having a radius of 424.94' (chord S 40°09'29" W 346.20') for a length of 356.57' to a computed point, S 64°11'36" W 61.42' to a computed point and with the arc of a curve to left having a radius of 20.02' (chord S 17°28'32" W 29.15') for a length of 32.65' to a computed point on the northern r/w of Amberlight Road; thence, with said northern r/w, with the northern right-of-way of Antler View Drive and continuing with said Town of Apex Limits the following six calls: with the arc of a curve to the left having a radius of 355.00' (chord S 45°51'24" E 203.01') for a length of 205.88' to an existing iron pipe, with the arc of a curve to the left having a radius of 94.00' (chord S 67°20'32" E 16.60') for a length of 16.62' to an existing iron pipe, with the arc of a curve to the left having a radius of 254.76' (chord S 81°09'06" E 75.37') for a length of 75.65' to an existing iron pipe, with the arc of a curve to the left having a radius of 96.62' (chord N 85°15'09" E 16.63') for a length of 16.65' to an existing iron pipe, with the arc of a curve to the left having a radius of 244.00' ( chord N 65°25'53" E 138.69') for a length of 140.62' to an existing iron pipe and with the arc of a curve to the right having a radius of 492.13' (chord N 67°05'34" E 342.49') for a length of 349.81' to an existing iron pipe, said pipe being the southwest corner of the property of Meritage Homes of the Carolinas, Inc.; thence, leaving said r/w and with the western line of two properties of said Meritage and continuing with said Town of Apex Limits N 01°21'13" E 582.71' to the point or place of beginning containing 7.167 acres more or less as shown on a Map by Riley Surveying, PA titled "Contiguous Satellite Annexation Map for the Town of Apex property of Linderman Properties, LLC et.al." dated , 2021

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# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Jacques K. Gilbert, Mayor

Department(s): Governing Body

### Requested Motion

Motion to appoint Reginald Skinner as the new Planning Board Chair, Mark Steele as the new Planning Board Vice Chair, and Steven A. Rhodes as a new Planning Board member, and to reappoint Mark Steele and Tina Sherman to their second terms as Planning Board members.

### Approval Recommended?

Yes

### Item Details

Current Planning Board Chair Michael Marks has reached the term limits allowed by the Unified Development Ordinance (UDO) for Planning Board service. Therefore, Mayor Gilbert recommends current Planning Board Vice Chair Reginald Skinner be named Chair for his 1<sup>st</sup> term and member Mark Steele be named Vice Chair for his 1<sup>st</sup> term; the terms shall run from January 1, 2022 through December 31, 2022.

Mayor Gilbert recommends Steven A. Rhodes be named to the seat vacated by Mr. Marks, and recommends Mark Steele and Tina Sherman be named to their second terms as Planning Board members; all three terms shall run from January 1, 2022 through December 31, 2023.

### Attachments

- Proposed Planning Board Appointments 2021
- Cognito Interest Form – Steven A. Rhodes



TOWN OF APEX

PROPOSED PLANNING BOARD APPOINTMENTS 2021

Unified Development Ordinance:

Section 2.1.2.B.5 *Terms*. Members shall be appointed for terms of two (2) years. No member of the Planning Board may serve more than five (5) consecutive two (2) year terms.

Section 2.1.2.C.1 *Officers. Chair and vice-chair*. The chair and vice-chair of the Planning Board shall be appointed by the mayor from the members of the Board and confirmed by the Town Council. The term of the chair and vice-chair shall be one year. A past chair or vice-chair may be re-appointed, even though no chair or vice-chair shall serve for more than four consecutive terms.

| PLANNING BOARD               |  |  |  |  |
|------------------------------|--|--|--|--|
| Terms                        | Reginald Skinner <b>Chair</b>          | Mark Steele <b>Vice Chair</b>          | Tina Sherman                           | Steven A. Rhodes                       |
| 1 <sup>st</sup><br><br>Appt. | 01/01/2018<br><br>to<br><br>12/31/2020 | 01/01/2019<br><br>to<br><br>12/31/2021 | 01/01/2019<br><br>to<br><br>12/31/2021 | 01/01/2022<br><br>to<br><br>12/31/2023 |
| 2 <sup>nd</sup><br><br>Appt. | 01/01/2021<br><br>To<br><br>12/31/2023 | 01/01/2022<br><br>to<br><br>12/31/2023 | 01/01/2022<br><br>to<br><br>12/31/2023 |  |

| Chair Terms                 | Reginald Skinner, Chair                | Mark Steele, Vice Chair                |
|-----------------------------|--|--|
| 1 <sup>st</sup> appointment | 01/01/2022<br><br>to<br><br>12/31/2022 | 01/01/2022<br><br>to<br><br>12/31/2022 |



# Planning Board

## Advisory Board Interest Form

### Candidate Contact Information

---

**Legal Name**

Steven A Rhodes

**Preferred First Name****Address**

107 Downing Place, Apex, North Carolina 27502

**Email****Mobile Phone****Alternate Phone (work/home)****Do you live within the Apex town limits?**

Yes

### Background Information

---

**Current Employer**

Dominion Energy

**Current Job Title**

Raleigh Region Sales and Marketing Manager

**Tell us why you would like to serve?**

I truly enjoy where I live and proud of what it has become. I'm originally from Garner NC, moved back to the Apex Area in 2002 and have called it home ever since. The impressive growth within our town has offered many benefits and conveniences to our community. However, some of these positive impacts can create challenges that lead to tough decisions. As a Planning Board Member, I would work with our Town Officials/Professionals to offer solutions and build upon our successes in moving our town forward. I want Apex to be a place where our grandkids want to raise their families.

**Please list any education, special skills, or experience you have that would be useful while considering this form.**

-MBA

-15 years of Utility Experience

-Former HOA Board Member that worked collaboratively with the Town Officials

**If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.**

none

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator

Department(s): Economic Development

### Requested Motion

Motion to approve the Town's Special Event Permit for Apex's Annual Tree Lighting.

### Approval Recommended?

Yes

### Item Details

The first Friday in December is the annual lighting of the Apex Christmas Tree with Mayor Jacques K. Gilbert and Apex Town Council with sing-along caroling provided by Apex First Baptist Church.

The Town sponsored event request includes such services as Police, Public Works, Electric, Communications, and Park, Recreation and Cultural Services. This event includes the closure of public streets and parking lot as detailed in the attachment. Approval is contingent upon adhering to all rules and regulations as detailed in the Town of Apex Special Events Guide.

### Attachments

- Sponsored Special Event Application Cover Sheet







## **Town of Apex 2021 Sponsored Special Event Applications**

**Event Name:** Town of Apex Annual Tree Lighting

**Event Date & Time:**

- Friday, December 3, 2021 (4:30 PM – 6:00 PM)

**Roads & Parking Closed Date & Time:**

- The Depot Parking Lot & Plaza - from 8:00 AM to 6:00 PM
- Seaboard Street from (N. Salem to Caboose) - from 4:00 AM to 6:30 PM

**Rain Date:** NA

**Event Organizer:** Town of Apex

**2021 Sposonsorship Request:** NA

**2021 Estimated Town of Apex Cost:** NA

**Event Description:** The first Friday in December is the annual lighting of the Apex Christmas Tree with Mayor Jacques K. Gilbert and Apex Town Council with sing-along caroling provided by Apex First Baptist Church.

**Questions to Consider:** None

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Dennis Brown, Senior Capital Projects Manager

Department(s): Administration

### Requested Motion

Motion to approve contract with Engineered Construction Company, Raleigh, NC in the amount of \$6,342,500.00 for construction of Public Safety Station #36 on Wimberly Road in Apex and authorize Town Manager to sign same to release start of construction.

### Approval Recommended?

Yes

### Item Details

Contract is for sitework, grading, building and improvements for the Public Safety Station #36.

### Attachments

- AIA General Contract signed by Engineered Construction Company







# AIA® Document A101® – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Town of Apex  
73 Hunter Street  
Apex, NC 27502

and the Contractor:  
(Name, legal status, address and other information)

Engineered Construction Company  
900 Paverstone Drive, Suite 200  
Raleigh, NC 27615

for the following Project:  
(Name, location and detailed description)

Apex Public Safety Station No. 36  
1201 Wimberly Road  
Apex, NC 27523

The Architect:  
(Name, legal status, address and other information)

Davis Kane Architects, PA  
503 Oberlin Road, Suite 300  
Raleigh, NC 27605

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

|   |   |
|---|---|
| 1 | THE CONTRACT DOCUMENTS                          |
| 2 | THE WORK OF THIS CONTRACT                       |
| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM                                    |
| 5 | PAYMENTS  |
| 6 | DISPUTE RESOLUTION                              |
| 7 | TERMINATION OR SUSPENSION                       |
| 8 | MISCELLANEOUS PROVISIONS                        |
| 9 | ENUMERATION OF CONTRACT DOCUMENTS               |

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

[ X ] Not later than ( 365 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| Full Project    |                             |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Million, Three Hundred and Forty-Two Thousand, Five Hundred Dollars (\$6,342,500.00), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item   | Price  |
|--|--------|
| Alternate #1: Preferred Brand Building Automation System | \$0.00 |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

| Item                    | Price                   |
|-------------------------|-------------------------|
| UC-1: Brick Color 1     | \$1,800 / 1,000 nominal |
| UC-2: Brick Color 2     | \$650 / 1,000 nominal   |
| UC-3: Light Fixture 'P' | \$500                   |

§ 4.4 Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item  | Units and Limitations | Price per Unit (\$0.00)  |
|---|-----------------------|--------------------------|
| Q-1: Rock Removal in open areas (mass rock) & disposal offsite              | 10 bank cubic yards   | \$196.00 / bank cubic yd |
| Q-2: Rock removal in Trenches and Pits (Trench Rock) and disposal off-site. | 100 cubic yards       | \$224.00 / cubic yd      |
| Q-3: Unsuitable soils removal and disposal on-site.                         | 200 cubic yards       | \$22.00 / cubic yd       |
| Q-4: Unsuitable soils removal and disposal off-site.                        | 800 cubic yards       | \$32.00 / cubic yd       |



|  |                  |                    |
|--|------------------|--------------------|
| Q-5: Replacement of removed rock or unsuitable soils with on-site suitable soil in-place.  | 200 cubic yards  | \$26.00 / cubic yd |
| Q-6: Replacement of removed rock or unsuitable soils with off-site suitable soil in-place. | 400 cubic yards  | \$35.00 / cubic yd |
| Q-7: Replacement of removed rock or unsuitable soils with Aggregate Base Course in-place.  | 400 square yards | \$32.00 / cubic yd |
| Q-8: Replacement of removed rock or unsuitable soils with No. 57 washed stone in-place.    | 100 square yards | \$36.00 / cubic yd |
| Q-9: Woven Geo-Textile Fabric in-place.  | 200 square yards | \$14.00 / sq yd    |
| Q-10: Biaxial Geo-Grid in-place.   | 200 square yards | \$12.00 / sq yd    |
| Q-11: Smoke Detector.  | 5                | \$392.00 / ea      |
| Q-12: Duplex Receptacle.   | 5                | \$308.00 / ea      |
| Q-13: Data Outlet.   | 5                | \$476.00 / ea      |
| Q-14: Sprinkler Head.  | 5                | \$290.00 / ea      |

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

If the Work is not substantially complete on or before the date provided in Section 3.3 of this Contract, or within a period extension thereof granted by the Owner, the Owner will sustain damage that will be impracticable and extremely difficult to quantify in the event of and by reason of such delays. The Contractor shall pay to the Owner as Liquidated Damages, and not as penalty, the sum of One Thousand & 00/100 Dollars (\$1,000) for each consecutive calendar day of delay. Any sums that may be due the Owner as Liquidated Damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's Surety.

**§ 4.6 Other:**

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following

month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Retainage is five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

When the Project is fifty percent (50%) complete, the owner, with written consent of the Surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and



any nonconforming work identified in writing prior to that time by the architect, engineer, or Owner has been corrected by the Contractor and accepted by the architect, engineer, or Owner. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic Application for Payment up to the maximum amount of five percent (5%). The Project shall be deemed fifty percent (50%) complete when the Contractor's gross Project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross Project invoices for the purpose of determining whether the Project is fifty percent (50%) complete.

The Owner is authorized to withhold additional retainage in accordance with N.C.G.S. §143-134.1.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Init.



## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dennis Brown, Construction Project Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502  
dennis.brown@apexnc.org  
919-249-3535

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Scott D. Dawson  
Engineered Construction Company  
900 Paverstone Drive, Suite 200  
Raleigh, NC 27615  
sdawsonsr@engrconst.com  
919-954-9090 x235

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

#### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

#### § 8.7 Other provisions:

The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Contractor shall require all of the Contractor's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

The Contractor warrants and agrees that no labor supplied by the Contractor or the Contractor's subcontractors in the performance of this Contract shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Contractor hereby warrants and agrees that Contractor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203-2013 incorporated into this Agreement.)~~

*Deleted for*

- .5 Drawings

| Number | Title           | Date       |
|--------|-----------------|------------|
| G001   | TITLE SHEET     | 08/06/2021 |
| G002   | APPENDIX B      | 08/06/2021 |
| G003   | APPENDIX B CONT | 08/06/2021 |

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|       |  |            |
|-------|--|------------|
| G004  | LIFE SAFETY  | 08/06/2021 |
| G005  | UL DETAILS   | 08/06/2021 |
| C-0.0 | COVER  | 08/06/2021 |
| C-1.0 | SITE STAKING PLAN                                    | 08/06/2021 |
| C-2.0 | EXIST. CONDITIONS                                    | 08/06/2021 |
| C-2.1 | OFF-SITE EX. CONDITIONS/DEMO PLAN                    | 08/06/2021 |
| C-3.0 | SITE GRADING PLAN                                    | 08/06/2021 |
| C-3.1 | PRE-DEVELOPMENT AREA PLAN                            | 08/06/2021 |
| C-3.2 | POST-DEVELOPMENT AREA PLAN                           | 08/06/2021 |
| C-3.3 | SCM DRAINAGE AREA PLAN                               | 08/06/2021 |
| C-3.4 | STORM PROFILE  | 08/06/2021 |
| C-4.0 | EROSION & SEDIMENT CONTROL – INITIAL<br>INSTALL PLAN | 08/06/2021 |
| C-4.1 | OFF-SITE E&SC PLAN – INITIAL INSTALL                 | 08/06/2021 |
| C-4.2 | EROSION & SEDIMENT CONTROL PLAN                      | 08/06/2021 |
| C-4.3 | OFF-SITE EROSION & SEDIMENT CONTROL<br>PLAN          | 08/06/2021 |
| C-5.0 | SITE UTILITY PLAN                                    | 08/06/2021 |
| C-5.1 | OFF-SITE UTILITY PLAN                                | 08/06/2021 |
| C-5.2 | SANITARY SEWER PLAN & PROFILE                        | 08/06/2021 |
| C-5.3 | WATER LINE PROFILE                                   | 08/06/2021 |
| C-6.0 | LANDSCAPE PLAN                                       | 08/06/2021 |
| C-7.1 | E&SC DETAILS   | 08/06/2021 |
| C-7.2 | E&SC DETAILS   | 08/06/2021 |
| C-7.3 | E&SC DETAILS   | 08/06/2021 |
| C-7.4 | E&SC DETAILS   | 08/06/2021 |
| C-7.5 | WETLAND PLANTING PLAN                                | 08/06/2021 |
| C-7.6 | E&SC DETAILS   | 08/06/2021 |
| C-8.1 | STORM & UTILITY DETAILS                              | 08/06/2021 |
| C-8.2 | STORM & UTILITY DETAILS                              | 08/06/2021 |
| C-8.3 | STORM & UTILITY DETAILS                              | 08/06/2021 |
| C-9.1 | SITE DETAILS   | 08/06/2021 |
| C-9.2 | SITE DETAILS   | 08/06/2021 |
| C-9.3 | SITE DETAILS   | 08/06/2021 |
| A001  | GENERAL NOTES AND LEGENDS                            | 08/06/2021 |
| A002  | MOUNTING HEIGHTS                                     | 08/06/2021 |
| A003  | PARTITION LEGEND                                     | 08/06/2021 |
| A100  | FIRST FLOOR PLAN                                     | 08/06/2021 |
| A101  | MEZZANINE FLOOR PLAN                                 | 08/06/2021 |
| A110  | REFLECTED CEILING PLAN                               | 08/06/2021 |
| A120  | ROOF PLAN  | 08/06/2021 |
| A200  | ELEVATIONS   | 08/06/2021 |
| A201  | ELEVATIONS   | 08/06/2021 |
| A300  | BUILDING SECTIONS                                    | 08/06/2021 |
| A301  | WALL SECTIONS  | 08/06/2021 |
| A302  | WALL SECTIONS  | 08/06/2021 |
| A303  | WALL SECTIONS  | 08/06/2021 |
| A310  | SECTION DETAILS                                      | 08/06/2021 |
| A311  | PLAN DETAILS   | 08/06/2021 |
| A312  | DETAILS  | 08/06/2021 |
| A320  | ROOF DETAILS   | 08/06/2021 |
| A321  | ROOF DETAILS   | 08/06/2021 |
| A322  | ROOF DETAILS   | 08/06/2021 |
| A323  | ROOF DETAILS   | 08/06/2021 |
| A324  | ROOF DETAILS   | 08/06/2021 |
| A400  | STAIR PLANS & DETAILS                                | 08/06/2021 |
| A410  | ENLARGED KITCHEN PLANS                               | 08/06/2021 |

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|       |   |            |
|-------|---|------------|
| A411  | ENLARGED BATHROOM PLANS                       | 08/06/2021 |
| A412  | ENLARGED BATHROOM PLANS                       | 08/06/2021 |
| A500  | INTERIOR ELEVATIONS                           | 08/06/2021 |
| A501  | INTERIOR PLANS                                | 08/06/2021 |
| A600  | CASEWORK DETAILS                              | 08/06/2021 |
| A601  | CASEWORK DETAILS                              | 08/06/2021 |
| A700  | DOOR SCHEDULE                                 | 08/06/2021 |
| A701  | DOOR DETAILS                                  | 08/06/2021 |
| A702  | FENESTRATION SCHEDULE                         | 08/06/2021 |
| A703  | FENESTRATION DETAILS                          | 08/06/2021 |
| A704  | FENESTRATION DETAILS                          | 08/06/2021 |
| I000  | FINISHES SCHEDULES & DETAILS                  | 08/06/2021 |
| I001  | TILE SYSTEMS AND DETAILS                      | 08/06/2021 |
| I100  | FINISHES PLANS                                | 08/06/2021 |
| I200  | FURNITURE AND EQUIPMENT PLANS                 | 08/06/2021 |
| S001  | GENERAL NOTES                                 | 08/06/2021 |
| S002  | GENERAL NOTES                                 | 08/06/2021 |
| S011  | SPECIAL INSPECTIONS 1                         | 08/06/2021 |
| S012  | SPECIAL INSPECTIONS 2                         | 08/06/2021 |
| S101  | FOUNDATION PLAN                               | 08/06/2021 |
| S102  | SLAB-ON-GRADE PLAN                            | 08/06/2021 |
| S103  | MEZZANINE FRAMING PLAN                        | 08/06/2021 |
| S104  | LOW ROOF FRAMING PLAN                         | 08/06/2021 |
| S105  | HIGH ROOF FRAMING PLAN                        | 08/06/2021 |
| S301  | SECTIONS                                      | 08/06/2021 |
| S302  | SECTIONS                                      | 08/06/2021 |
| S303  | SECTIONS                                      | 08/06/2021 |
| S304  | SECTIONS                                      | 08/06/2021 |
| S305  | SECTIONS                                      | 08/06/2021 |
| S501  | TYPICAL DETAILS                               | 08/06/2021 |
| S502  | TYPICAL DETAILS                               | 08/06/2021 |
| S503  | TYPICAL DETAILS                               | 08/06/2021 |
| S504  | TYPICAL DETAILS                               | 08/06/2021 |
| S505  | TYPICAL DETAILS                               | 08/06/2021 |
| S506  | TYPICAL DETAILS                               | 08/06/2021 |
| S507  | TYPICAL DETAILS                               | 08/06/2021 |
| S508  | TYPICAL DETAILS                               | 08/06/2021 |
| FP100 | FIRE PROTECTION PLAN                          | 08/06/2021 |
| FP101 | FIRE PROTECTION MEZZANINE PLAN                | 08/06/2021 |
| FP200 | FIRE PROTECTION NOTES, LEGEND, AND<br>DETAILS | 08/06/2021 |
| FP300 | FIRE PROTECTION SECTIONS                      | 08/06/2021 |
| P001  | PLUMBING NOTES AND LEGEND                     | 08/06/2021 |
| P100  | FIRST FLOOR WASTE PIPING PLAN                 | 08/06/2021 |
| P200  | FIRST FLOOR WATER PIPING PLAN                 | 08/06/2021 |
| P201  | MEZZANINE PLUMBING PLAN                       | 08/06/2021 |
| P300  | PLUMBING FIXTURE SCHEDULE                     | 08/06/2021 |
| P301  | PLUMBING FIXTURE SCHEDULE                     | 08/06/2021 |
| P400  | PLUMBING DETAILS                              | 08/06/2021 |
| P401  | PLUMBING DETAILS                              | 08/06/2021 |
| P402  | PENETRATION DETAILS                           | 08/06/2021 |
| P501  | WASTE PIPING RISER                            | 08/06/2021 |
| M001  | MECHANICAL NOTES AND LEGEND                   | 08/06/2021 |
| M100  | MECHANICAL PLAN                               | 08/06/2021 |
| M101  | MECHANICAL MEZZANINE PLAN                     | 08/06/2021 |
| M102  | MECHANICAL ROOF PLAN                          | 08/06/2021 |
| M201  | MECHANICAL SCHEDULES                          | 08/06/2021 |

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|-------|--|------------|
| M301  | MECHANICAL DETAILS                       | 08/06/2021 |
| M302  | MECHANICAL DETAILS                       | 08/06/2021 |
| E001  | ELECTRICAL NOTES AND LEGEND              | 08/06/2021 |
| E100  | LIGHTING PLAN                            | 08/06/2021 |
| E101  | LIGHTING MEZZ. PLAN, LIGHT CTRL. DIAGRAM | 08/06/2021 |
| E200  | POWER PLAN                               | 08/06/2021 |
| E201  | POWER MEZZANINE PLAN                     | 08/06/2021 |
| E202  | COMMUNICATION AND SECURITY SYSTEM PLAN   | 08/06/2021 |
| E203  | MEZZ. COMM. SYSTEM PLAN COMM RISER       | 08/06/2021 |
| E204  | ELECTRICAL SITE PLAN                     | 08/06/2021 |
| E300  | POWER RISER, PANEL SCHEDULES             | 08/06/2021 |
| E301  | PANEL SCHEDULES CONTINUED                | 08/06/2021 |
| E302  | LIGHT FIXTURE SCHEDULE, DETAILS          | 08/06/2021 |
| FA100 | FIRE ALARM PLAN                          | 08/06/2021 |
| FA101 | FIRE ALARM MEZZANINE PLAN BDA SYSTEM     | 08/06/2021 |
| FA200 | FIRE ALARM RISER, NOTES, LEGEND, DETAILS | 08/06/2021 |

## .6 Specifications

| Section  | Title                                 | Date       | Pages |
|----------|---------------------------------------|------------|-------|
|          | COVER SHEET                           | 08/06/2021 | 1     |
|          | CREDIT SHEETS                         | 08/06/2021 | 2     |
|          | TABLE OF CONTENTS                     | 08/06/2021 | 6     |
|          | NOTICE TO BIDDERS                     | 08/06/2021 | 2     |
|          | GENERAL CONDITIONS – AIA A201         | 08/06/2021 | 39    |
|          | FORM OF PROPOSAL                      | 08/06/2021 | 4     |
|          | MINORITY BUSINESS GUIDELINES          | 08/06/2021 | 8     |
|          | MINORITY BUSINESS DOCUMENTATION FORMS | 08/06/2021 | 6     |
|          | FORM OF BID BOND                      | 08/06/2021 | 1     |
|          | CONTRACT – AIA A101 DRAFT             | 08/06/2021 |       |
|          | GEOTECHNICAL ENGINEERING REPORT       | 08/06/2021 | 47    |
| 011000   | SUMMARY                               | 08/06/2021 | 10    |
| 011400   | WORK RESTRICTIONS                     | 08/06/2021 | 3     |
| 012100   | ALLOWANCES                            | 08/06/2021 | 4     |
| 012200   | UNIT PRICES                           | 08/06/2021 | 4     |
| 012600   | MODIFICATION PROCEDURES               | 08/06/2021 | 3     |
| 012900   | PAYMENT PROCEDURES                    | 08/06/2021 | 5     |
| 013100   | PROJECT MANAGEMENT AND COORDINATION   | 08/06/2021 | 10    |
| 013200   | CONSTRUCTION PROGRESS DOCUMENTATION   | 08/06/2021 | 8     |
| 013300   | SUBMITTALS                            | 08/06/2021 | 9     |
| 014000   | QUALITY REQUIREMENTS                  | 08/06/2021 | 8     |
| 014100   | SPECIAL INSPECTIONS SERVICES          | 08/06/2021 | 6     |
| 016000   | PRODUCT REQUIREMENTS                  | 08/06/2021 | 7     |
| 016000 A | SUBSTITUTION REQUEST FORM             | 08/06/2021 | 2     |
| 016000 B | EQUAL PRODUCT REQUEST FORM            | 08/06/2021 | 2     |
| 017300   | EXECUTION                             | 08/06/2021 | 8     |
| 017700   | CLOSEOUT PROCEDURES                   | 08/06/2021 | 8     |
| 017740   | WARRANTIES                            | 08/06/2021 | 2     |
| 017750   | ROOF WARRANTIES                       | 08/06/2021 | 3     |
| 024119   | SELECTIVE DEMOLITION                  | 08/06/2021 | 6     |
| 033000   | CAST-IN-PLACE CONCRETE                | 08/06/2021 | 16    |
| 034500   | PRECAST ARCHITECTURAL CONCRETE        | 08/06/2021 | 9     |
| 035416   | HYDRAULIC CEMENT UNDERLAYMENT         | 08/06/2021 | 4     |
| 042000   | MASONRY                               | 08/06/2021 | 21    |
| 051200   | STRUCTURAL STEEL FRAMING              | 08/06/2021 | 8     |
| 052100   | STEEL JOISTS FRAMING                  | 08/06/2021 | 5     |



|           |  |            |    |
|-----------|--|------------|----|
| 053100    | STEEL DECKING                                | 08/06/2021 | 5  |
| 054000    | COLD-FORMED METAL FRAMING                    | 08/06/2021 | 10 |
| 054400    | COLD-FORMED METAL TRUSSES                    | 08/06/2021 | 6  |
| 055000    | METAL FABRICATIONS                           | 08/06/2021 | 10 |
| 055113    | METAL PAN STAIRS                             | 08/06/2021 | 7  |
| 055213    | PIPE AND TUBE RAILINGS                       | 08/06/2021 | 9  |
| 061000    | ROUGH CARPENTRY                              | 08/06/2021 | 8  |
| 061600    | SHEATHING                                    | 08/06/2021 | 6  |
| 064020    | INTERIOR ARCHITECTURAL WOODWORK              | 08/06/2021 | 8  |
| 071113    | BITUMINOUS DAMPPROOFING                      | 08/06/2021 | 4  |
| 071326    | SELF-ADHERING SHEET WATERPROOFING            | 08/06/2021 | 6  |
| 072100    | THERMAL INSULATION                           | 08/06/2021 | 8  |
| 072726    | FLUID-APPLIED MEMBRANE AIR BARRIERS          | 08/06/2021 | 10 |
| 074113    | STANDING SEAM METAL ROOF                     | 08/06/2021 | 14 |
| 074213.13 | METAL WALL AND FASCIA PANELS                 | 08/06/2021 | 12 |
| 074215    | METAL SOFFIT PANEL                           | 08/06/2021 | 8  |
| 076200    | SHEET METAL FLASHING AND TRIM                | 08/06/2021 | 12 |
| 076526    | SELF ADHERING FLEXIBLE FLASHING              | 08/06/2021 | 10 |
| 077253    | SNOW GUARD                                   | 08/06/2021 | 9  |
| 078443    | JOINT FIRESTOPPING                           | 08/06/2021 | 6  |
| 079200    | JOINT SEALANTS                               | 08/06/2021 | 8  |
| 081113    | HOLLOW METAL STEEL DOORS AND FRAMES          | 08/06/2021 | 10 |
| 081416    | FLUSH WOOD DOORS                             | 08/06/2021 | 10 |
| 083713    | EXTERIOR FOUR-FOLD DOORS                     | 08/06/2021 | 6  |
| 084113    | ALUMINUM-FRAMED ENTRANCES AND<br>STOREFRONTS | 08/06/2021 | 13 |
| 087100    | DOOR HARDWARE                                | 08/06/2021 | 14 |
| 088000    | GLAZING                                      | 08/06/2021 | 10 |
| 089119    | FIXED LOUVERS                                | 08/06/2021 | 6  |
| 092216    | NON-STRUCTURAL METAL FRAMING                 | 08/06/2021 | 8  |
| 092900    | GYPSUM BOARD                                 | 08/06/2021 | 10 |
| 093013    | CERAMIC TILING                               | 08/06/2021 | 12 |
| 095113    | ACOUSTICAL PANEL CEILING                     | 08/06/2021 | 9  |
| 096513    | RESILIENT BASE AND ACCESSORIES               | 08/06/2021 | 5  |
| 096566    | RESILIENT ATHLETIC FLOORING                  | 08/06/2021 | 6  |
| 096623    | TERRAZZO FLOORING                            | 08/06/2021 | 7  |
| 096813    | TILE CARPETING                               | 08/06/2021 | 7  |
| 097200    | WALL COVERING                                | 08/06/2021 | 6  |
| 099123    | INTERIOR PAINTING                            | 08/06/2021 | 8  |
| 099300    | STAINING AND TRANSPARENT FINISHING           | 08/06/2021 | 6  |
| 099600    | HIGH PERFORMANCE COATING                     | 08/06/2021 | 8  |
| 101419    | DIMENSIONAL LETTER SIGNAGE                   | 08/06/2021 | 6  |
| 101423    | PANEL SIGNAGE                                | 08/06/2021 | 8  |
| 102600    | WALL AND DOOR PROTECTION                     | 08/06/2021 | 6  |
| 102800    | TOILET, BATH, AND LAUNDRY ACCESSORIES        | 08/06/2021 | 6  |
| 105143    | WIRE MESH STORAGE LOCKERS                    | 08/06/2021 | 4  |
| 105300    | FACTORY-FINISHED ALUMINUM CANOPIES           | 08/06/2021 | 6  |
| 122113    | HORIZONTAL LOUVER BLINDS                     | 08/06/2021 | 6  |
| 123530    | RESIDENTIAL CASEWORK                         | 08/06/2021 | 6  |
| 123661.16 | SOLID SURFACING COUNTERTOPS                  | 08/06/2021 | 6  |
| 123661.19 | QUARTZ AGGLOMERATE COUNTERTOPS               | 08/06/2021 | 4  |
| 210000    | FIRE PROTECTION REQUIREMENTS                 | 08/06/2021 | 8  |
| 220000    | PLUMBING REQUIREMENTS                        | 08/06/2021 | 14 |
| 230000    | HEATING VENTILATING AND AIR CONDITIONING     | 08/06/2021 | 10 |
| 230900    | INSTRUMENTAL AND CONTROL FOR HVAC            | 08/06/2021 | 30 |
| 260000    | ELECTRICAL REQUIREMENTS                      | 08/06/2021 | 12 |
| 285000    | BI-DIRECTIONAL ANTENNA SYSTEM (BDA)          | 08/06/2021 | 6  |



|        |  |            |    |
|--------|--|------------|----|
| 285500 | RF SURVEY FOR EMERGENCY RESPONDER RADIO ANTENNA/REPEATER | 08/06/2021 | 4  |
| 311000 | SITE CLEARING  | 08/06/2021 | 5  |
| 312000 | EARTH MOVING   | 08/06/2021 | 18 |
| 312500 | EROSION & SEDIMENT CONTROLS                              | 08/06/2021 | 6  |
| 321216 | ASPHALT PAVING   | 08/06/2021 | 7  |
| 321313 | CONCRETE PAVING  | 08/06/2021 | 12 |
| 321400 | UNITS PAVERS   | 08/06/2021 | 4  |
| 329000 | PLANTING   | 08/06/2021 | 17 |
| 331000 | WATER SYSTEMS (APEX)                                     | 08/06/2021 | 14 |
| 333000 | SEWER SYSTEMS (APEX)                                     | 08/06/2021 | 7  |
| 334000 | SITE STORM DRAINAGE UTILITIES                            | 08/06/2021 | 10 |

**.7 Addenda, if any:**

| Number     | Date              | Pages |
|------------|-------------------|-------|
| Addendum 1 | August 13, 2021   | 3     |
| Addendum 2 | August 30, 2021   | 36    |
| Addendum 3 | September 2, 2021 | 109   |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

☐ The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

☒ Supplementary and other Conditions of the Contract:

| Document  | Title             | Date          | Pages                       |
|---|-------------------|---------------|-----------------------------|
| Supplementary Conditions to AIA Document A101-2007 General Conditions | As Amended<br>See | Oct. 19, 2021 | 0000020-1<br>—<br>000020-13 |

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

The Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, and portions of Addenda relating to bidding or proposal requirements and the Notice to Proceed.

Init.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Catherine Crosby, Town Manager  
(Printed name and title)

CONTRACTOR (Signature)

Scott D. Dawson, Sr., President  
(Printed name and title)

Init.

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User Notes:

PUBLIC SAFETY STATION 36  
TOWN OF APEX

SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101-2017 GENERAL CONDITIONS

OCTOBER 19, 2021

GENERAL CONDITIONS

Document A201-2017, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplementary Conditions. The General Conditions and the Supplementary Conditions are applicable to all of the Work under this Contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplementary Conditions, the Supplementary Conditions shall control.

**ARTICLE 1 – GENERAL PROVISIONS**

1.1.1 **THE CONTRACT DOCUMENTS:** Supplement as follows:

1.1.1 Delete the last sentence in Section 1.1.1. and replace as follows:

The Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, and portions of Addenda relating to bidding or proposal requirements.

ADD THE FOLLOWING TO SUBPARAGRAPH 1.1.1:

1.1.1.1 The Drawings and Specifications referred to in the Contract Documents have been prepared by Davis Kane Architects, PA and are identified by the title:

Apex Public Safety Station No. 36, Bid Documents

1.1.6 **THE SPECIFICATIONS:** Supplement as follows:

1.1.6 Add the following sentence to Paragraph 1.1.6:

The Contractor will be furnished with the following quantities of drawings and specifications at no cost. Additional copies will be provided at the cost of reproduction, postage, and handling.

General Contractor                      1 set

1.2 **CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS:** Supplement as follows:

1.2.4 Add the following Subparagraph 1.2.4 to Paragraph 1.2.

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All work shall conform to Contract Documents. No change therefrom shall be made without Contractor first obtaining permission from Architect, in writing. Where detailed information is lacking, Contractor, before proceeding with work, shall refer matter to Architect, who will furnish information with reasonable promptness.

1.2.5.1 Add the following Subparagraph 1.2.5.1 to Paragraph 1.2.

Prior to and during the execution of the Work, the Contractor shall check all drawings, specifications, and job conditions and shall immediately report any error, discrepancies, conflicts and omissions found therein to the Architect in writing and have the same explained or corrected by the Architect before proceeding with the Work. Any Work done by the Contractor after these conditions have been discovered and before the Architect has either explained or made corrections shall be corrected at the Contractor's expense.

1.2.5.2 Add the following Subparagraph 1.2.5.2 to Paragraph 1.2.

Where parts of the Work are indicated, the balance of similar parts shall be considered as a repetition; where any detail is shown and the components there fully described by notation and material designation similar details shall be construed to require equal materials whether fully noted or not, and shall in each case be considered to be called for the full length of the part and similar parts it indicates.

1.2.6 Add the following Subparagraph 1.2.6. to Paragraph 1.2.

Materials, equipment or items obviously required for a complete job but not mentioned in the specifications or required by the specifications or shown on the drawings, shall be furnished and installed the same as though both shown on the drawings and required by the specifications. This material, equipment, or item shall conform to the character and quality of the other work.

**ARTICLE 2 - OWNER**

2.1 GENERAL: Supplement as follows:

2.1.1 Add the following sentence to Subparagraph 2.1.1:

The term "Design Consultant" or "Architect" shall mean Davis Kane Architects, PA.

2.1.2 Subparagraph 2.1.2 is hereby deleted in its entirety.

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS: Paragraph 2.2, including Subparagraph 2.2.1, 2.2.2, 2.2.3, and 2.2.4 is hereby deleted in its entirety.

**ARTICLE 3 - CONTRACTOR**

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR:

Supplement as follows:

3.2.5 Add the following Subparagraph 3.2.5 to Paragraph 3.2:

Prior to submitting a proposal, Contractor examined the site and all conditions thereon. All proposals are presumed to include all such existing conditions as may affect any work on this Project; and failure to familiarize himself/herself with any such conditions will in no way relieve the Contractor from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Drawings and Specifications, without additional cost to the Owner.

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3.3 SUPERVISION AND CONSTRUCTION PROCEDURES:  
Supplement as follows:

3.3.4 Add the following Subparagraph 3.3.4 to Paragraph 3.3:  
The Architect has no authority, nor accepts any responsibility either direct or implied for construction superintendence of the work. The programming of the work, construction procedures, scheduling, coordination, inspection and supervision of construction personnel required to ensure accurate construction and faithful performance of the Contract requirements is the direct responsibility of the Contractor. Any instruction which the Architect may issue the Contractor shall be adjudged an interpretation of the contract requirements and not an act of supervision.

3.3.5 Add the following Subparagraph 3.3.5 to Paragraph 3.3.  
Where disputes arise between separate Contractors on the accessibility of the surface of one Contractor to receive the work of another Contractor in terms of the Contract Documents, the Architect shall issue a decision in writing.

3.4 LABOR AND MATERIALS: Supplement as follows:

3.4.4 Add the following Subparagraph 3.4.4 to Paragraph 3.4.  
At any time during the construction and completion of the Work covered by the Specifications, if the conduct of any workman of the various crafts be adjudged ungentlemanly and a nuisance to the Owner or Architect; or if any workman be considered incompetent or detrimental to the work, the Contractor shall order such parties removed immediately from the grounds.

3.4.5.1 Add the following Subparagraph 3.4.5.1 to Paragraph 3.4.  
The materials of the building specified in the Contract shall conform to all local codes, laws and ordinances, and to the Building Code of the State. The rules of the local utility companies serving the property shall be observed.

3.4.5.2 Add the following Subparagraph 3.4.5.2 to Paragraph 3.4.  
Mention herein of a specific brand or manufacturer is intended to indicate size, quality, type, capacity, relative price range, etc. Substitutions will be considered by the Architect provided substitution requests are received a minimum of 10 days before bids are received. Substitutions must be approved in writing by the Architect. When a space or area is of sufficient size to accommodate the specific item, then it shall be the responsibility of the Contractor that the substitute item be accommodated by the area of volume shown or specified. No substitutions will be considered after bids are received.

3.4.6 Add the following Subparagraph 3.4.6 to Paragraph 3.4.  
Should the specifications fail to particularly describe the material or kind of goods to be used in any place, then it shall be the duty of the Contractor to make inquiry of the Architect as to what is best suited. The material that would normally be used in this place to give a first quality finished job shall be considered a part of the Contract.

3.4.7 Add the following Subparagraph 3.4.7 to Paragraph 3.4.  
All material shall be new and of quality specified. Workmanship shall be of a grade accepted as the best practice of the particular trade involved. Also, except as exceeded or qualified by the Specifications, workmanship shall be as stipulated in written standards of recognized organizations or institutes of the respective trades.

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- 3.4.8 Add the following Subparagraph 3.4.8 to Paragraph 3.4.  
Where several materials or processes are specified for one use by trade name, manufacturer's name, or by catalog reference, Contractor may select for use any of those so specified.
- 3.4.9 Add the following Subparagraph 3.4.9 to Paragraph 3.4.  
Wherever item or class of material or process is specified exclusively by trade name, by manufacturer's name, or by catalog reference, only such item shall be used, unless Architect's approval for substitution is secured in writing.
- 3.4.10 Add the following Subparagraph 3.4.10 to Paragraph 3.4.  
Should Contractor desire to substitute another material or process for one or more specified by name, he shall apply in writing for such permission and shall state the credit or extra cost involved. He shall provide, also, supporting data and samples for Architect's consideration.
- 3.4.11 Add the following Subparagraph 3.4.11 to Paragraph 3.4.  
No substitution shall be made for any material, article or process required under the Contract unless approved in writing by Architect.
- 3.4.12 Add the following Subparagraph 3.4.12 to Paragraph 3.4.  
Contractor shall submit a complete list of materials, equipment, suppliers and subcontractors proposed for the Project. Issuance of the second Certificate For Payment may be withheld until substantial portions of these lists have been submitted.
- 3.4.13 Add the following Subparagraph 3.4.13 to Paragraph 3.4.  
Any work necessary to be performed after regular working hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.
- 3.4.14 Add the following Subparagraph 3.4.14 to Paragraph 3.4.  
The Contractor shall maintain and remove all equipment of the construction; and be responsible for the safe, correct and lawful construction, maintenance and use of same.
- 3.5. WARRANTY: Supplement as follows:
- 3.5.3 Add the following Subparagraph 3.5.3 to Paragraph 3.5.  
The Contractor shall guarantee the Work for a period of one (1) full year following the date of substantial completion.
- 3.5.3.1 Add the following Subparagraph 3.5.3.1 to Subparagraph 3.5.3.  
The Contractor shall further guarantee the roofing systems for a period of 24 months (beginning with the date of final acceptance by Owner) against leaks. The guarantee shall include roofing, flashing (both metal and composition) related to roofing, eave edges and pitch pockets. The guarantee shall include correcting the leaking condition and the replacement or repair of any damage to building and finishes caused by the leaking roofing systems during the guarantee period, at no cost to the Owner. This guarantee shall be in addition to the manufacturers guarantee and any other in the Contract Documents related to the roofing system.
- 3.5.4 Add the following Subparagraph 3.5.4 to Paragraph 3.5.  
Wherever specifications, directions, or recommendations of a manufacturer, association, or organization are mentioned in the Specifications, the Contractor shall provide the Architect



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with one copy of such documents and shall retain one copy at the job site at all times while work is being carried out.

- 3.5.5 Add the following Subparagraph 3.5.5 to Paragraph 3.5.  
All named or numbered products shall be used in accordance with the manufacturer's specifications unless otherwise stated.
- 3.5.6 Add the following Subparagraph 3.5.6 to Paragraph 3.5.  
All fabricated assemblies of electrically operated equipment furnished under this Contract shall have Underwriters' Laboratory approval or U.L. Reexamination listing in every case where such approval has been established for the particular type of devices in question.
- 3.5.7 Add the following Subparagraph 3.5.7 to Paragraph 3.5.  
All manufactured items of electrically operated equipment shall have Underwriters' Laboratory approval or U. L. Reexamination listing in every case where such approval has been established for the particular type of devices in question.
- 3.5.8 Add the following Subparagraph 3.5.8 to Paragraph 3.5.  
Except as required specifically otherwise elsewhere in the Contract Documents, Contractor shall furnish three copies of warranties to be submitted to the Architect. Warranties shall show the name of the Owner, the name of the Project, the Project address and the date on which the warranty period begins or is required by the Contract Documents.
- 3.6 TAXES: Supplement as follows:
- 3.6.1 The first sentence in Paragraph 3.6 shall be labeled Subparagraph 3.6.1.
- 3.6.2 Add the following Subparagraph 3.6.2 to Paragraph 3.6:  
The Contractor shall include local, state and federal sales, use, and consumer, and other similar taxes as required by law in the Contract Sum.
- 3.6.3 Add the following Subparagraph 3.6.3 to Paragraph 3.6.  
When the Owner is tax exempt, the Contractor must submit to the Owner, statements of all sales tax paid so that the necessary forms can be filed to recover the tax. This sales tax report must be completed, notarized and included with each monthly Application for Payment.
- 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES: Supplement as follows:
- 3.10.4 Add the following Subparagraph 3.10.4 to Paragraph 3.10.  
The Contractor immediately after being awarded the Contract, at least within ten (10) days, shall prepare and submit for the Architect's approval an estimated progress schedule for the work. The "Progress Schedule" shall be in graph form and show the date when every major operation is to begin and to be completed, ~~the dollar value to be completed each month, and the date when approved shop drawings will be needed.~~ *sm*
- 3.10.5 Add the following Subparagraph 3.10.5 to Paragraph 3.10.  
The "Progress Schedule" shall be brought up to date and submitted each month with the application for payment.
- 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES: Supplement as follows:
- 3.12.11 Add the following Subparagraph 3.12.11 to Paragraph 3.12.

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All shop drawings for all contracts shall be submitted to the Architect for approval within ~~forty-five (45)~~ <sup>90</sup> calendar days after the signing of the contracts. <sup>Alameda</sup>

3.12.12 Add the following Subparagraph 3.12.12 to Paragraph 3.12.

If shop drawings are found in error, the Contractor shall return them for correction, check the second submission, and if found in order, forward drawings to the Architect for review and check. Architect will not check shop drawings until they bear the stamp of the Contractor's approval. Submit to the Architect six (6) copies of each shop drawing under all contracts and resubmit six (6) corrected copies where required by the Architect.

3.13 USE OF SITE: Supplement as follows:

3.13.1 The first sentence in Paragraph 3.13 shall be labeled Subparagraph 3.13.1.

3.13.2 Add the following Subparagraph 3.13.2 to Paragraph 3.13.

The Contractor shall immediately upon entering Project site for purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction, layout his own work, and be responsible for all bench marks, lines, elevations, and measurements for the building, grading, utilities, and other work executed by him under the Contract. He shall exercise proper precautions to verify figures shown on drawings before laying out work and will be responsible for any error resulting from his failure to exercise such precaution. All measurements and dimensions on shop drawings shall be verified at the job.

3.13.3 Add the following Subparagraph 3.13.3 to Paragraph 3.13.

The drawings have been prepared on the basis of surveys and inspections of the site and are intended to present an essentially accurate general indication of the physical conditions at the site. This, however, shall not relieve the Contractor(s) of the necessity for familiarizing himself with physical conditions at the site. Any discrepancies found in the drawings shall be reported to the Architect.

3.13.4 Add the following Subparagraph 3.13.4 to Paragraph 3.13.

The Contractor(s) and subcontractors shall verify all levels, dimensions, angles and conditions at the site before ordering any material or executing any work and shall be responsible for the correctness of his measurements. Any difference which may be found shall be submitted to the Architect for consideration and adjustment before proceeding with the work.

3.14 CUTTING AND PATCHING: Supplement as follows:

3.14.3 Add the following Subparagraph 3.14.3 to Paragraph 3.14.

It is the general intent of the drawings and specifications that the cutting and patching of walls, floors, partitions, roofs, or other materials, necessary and required to effect the completion of work as intended for general construction; or required to install work by the Plumbing, Mechanical, Electrical, or other specialty contractors. The repair of all damages made by cutting shall include restoring those surfaces to their original state of finish including surface texture, design, color, etc., unless new finishes are called for. All such repairs shall be performed by personnel trained and proficient in the particular trades involved, i.e., plaster repairs by plasterers, masonry repairs by masons, tile repairs by tile setters, etc. Any cutting which affects the structural part of the building must be approved by the Architect before cutting is started.

3.14.4 Add the following Subparagraph 3.14.4 to Paragraph 3.14.

To illustrate further, where small areas of a wall are cut and patched and painting is required, the entire wall shall be painted to obtain a uniform color. Masonry repairs shall be toothed to



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maintain bond. It is the intent of this specification that all areas requiring repairs shall be restored to a completely finished condition, acceptable to the Architect.

3.14.5 Add the following Subparagraph 3.14.5 to Paragraph 3.14.

All cutting of existing structures shall be held to an absolute minimum and shall be executed in a clean and neat manner. All cutting for removal, relocating, or installation of new materials for electrical systems shall be done by the Electrical Contractor, and cutting for plumbing shall be by the Plumbing Contractor, and cutting for mechanical work shall be by the Mechanical Contractor, and cutting for general construction work shall be done by the General Contractor. The use of air hammers will not be permitted.

All cutting of floors, walls, and ceilings shall be done with either silent diamond drills for cutting concrete cores or with masonry saws for tile and plaster. All openings shall be cut to clear by 1" insulation on piping and other items.

**ARTICLE 4 – ADMINISTRATION OF THE CONTRACT**

4.2 ADMINISTRATION OF THE CONTRACT: Supplement as follows:

4.2.9.1 The Architect shall provide one final inspection after the Contractor notifies the Architect that the project is complete.

4.2.9.2 The Architect shall, upon final inspection, prepare a written list of items to be completed and promptly provide the list to the Contractor.

4.2.9.3 The Contractor shall be required to complete the project and the items on the list in **30** days and provide all required closeout documents within **60** days of the final inspection.

4.2.9.4 The Architect shall provide one (1) re-inspection to verify that the Contractor has completed the project and the final inspection list. The Owner and the Contractor shall be promptly notified of any deficiencies noted during this inspection. The Contractor shall immediately make the necessary corrections.

4.2.9.5 Any additional re-inspections necessitated due to the deficiencies being noted under 4.2.9.4 above and any additional time required by the Architect, due to closeout documents being incomplete or Contractor not submitting the documents within **60** days of the final inspection, will be billed to the Owner by the Architect.

4.2.9.6 The Owner shall have the right to deduct the charges of the Architect incurred under Section 4.2.9.5 from the Contractor's last application for payment.

**ARTICLE 5 – SUBCONTRACTORS**

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK:  
Supplement as follows:

5.2.1.1 Add the following Subparagraph 5.2.1.1 to the Subparagraph 5.2.1.

Not later than ~~twenty (20)~~ <sup>60 days</sup> days from the Contract Date, the Contractor shall furnish in writing to the Owner through the Architect a list showing the name of persons or entities proposed as manufacturers to be used for each of the products identified in the Contract Documents and where applicable the brand name and the name of the installing Subcontractor.

5.3 SUB-CONTRACTUAL RELATIONS: Supplement as follows:

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5.3.1 The first paragraph in Paragraph 5.3 shall be labeled Subparagraph 5.3.1.

5.3.2 Add the following Subparagraph 5.3.2 to Paragraph 5.3.

The Owner or Architect will not undertake to resolve any differences between the Contractor and his Subcontractors, nor between Subcontractors and Sub-subcontractors.

**ARTICLE 7 – CHANGES IN THE WORK**

7.1 GENERAL: Supplement as follows:

7.1.4 Add the following Subparagraph 7.1.4 to Paragraph 7.1.

Changes in the work Overhead and Profit shall not exceed 15% of the value of labor and material for work performed by any Contractor or Subcontractor. If the work is performed by a Subcontractor, the Prime Contractor's Overhead and Profit shall not exceed 7-1/2%.

7.2 CHANGE ORDERS: Supplement as follows:

7.2.2 Add the following Subparagraph 7.2.2 to Paragraph 7.2

In case where unit prices as shown on the Bid Form apply, they shall be used to determine the amount of addition to or deduction from the Contract price, provided the unit prices are mutually agreed upon to be fair and equitable.

To the cost shall be added a fixed fee to be agreed upon, but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and other general expenses. All changes in the work shall be submitted in the following manner:

For Work Done By The Contractor:

(Type Of Work) Contract Work.

1. Materials (**Itemized Breakdown**) \$

2. Labor (**Itemized Breakdown With Documentation**) \$ \_\_\_\_\_

3. Equipment Rental (List Separately With

Documentation) \$ \_\_\_\_\_

SUB TOTAL: \$

\* 4. Contractor's Overhead, Bond, Supervision,

General Expenses, and Profit. Limited to 15% of Items #1, #2, & #3 \$

5. All Sales and Other Applicable Taxes \$ \_\_\_\_\_

6. Total quotation: (Includes Items #1, #2, #3, #4, & #5) \$ \_\_\_\_\_

\* In case of deductible changes, this figure will be 10%.

For Work Done By Subcontractors:

Type of Work Contract Work.

1. Subcontract Work

(Itemized Breakdown With Documentation As Follows):

A. Materials (**Itemized Breakdown With Documentation**) \$ \_\_\_\_\_

B. Labor (**Itemized Breakdown With Documentation**) \$ \_\_\_\_\_

C. Equipment Rental (List Separately With Documentation) \$ \_\_\_\_\_

D. All Sales And Other Applicable Taxes

SUB TOTAL: \$ \_\_\_\_\_

\* 2. Contractor's Overhead, Bond, Supervision,

General Expenses, & Profits, Limited To 7-1/2% Of Sub-Contract Work Shown In Item #1  
\$ \_\_\_\_\_

3. Total quotation:

(Includes Item #1 and #2) \$ \_\_\_\_\_

\* In case of deductible changes, this figure will be 5%.

## **ARTICLE 8**

### **8.2 PROGRESS AND COMPLETION: Supplement as follows:**

- 8.2.4 Add the following Subparagraph 8.2.4 to Paragraph 8.2:  
The Owner reserves the right to withhold the issuance of Notice to Proceed by up to thirty (30) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The Contractor shall not be entitled to additional compensation if the Owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

## **ARTICLE 9 – PAYMENTS AND COMPLETION**

### **9.2 SCHEDULE OF VALUES: Supplement as follows:**

- 9.2.1 The first paragraph in Paragraph 9.2 shall be labeled Subparagraph 9.2.1.
- 9.2.2 Add the following Subparagraph 9.2.2 to paragraph 9.2.  
Schedule of values shall be broken out to show costs for labor/installation and materials, allowances, and alternates. If there is grading in the project, show cost breakdown between rough grading and fine grading.

### **9.3 APPLICATIONS FOR PAYMENT: Supplement as follows:**

- 9.3.1.3 Add the following Subparagraph 9.3.1.3 to Paragraph 9.3.1.  
The Contractor's application for payment shall be made on AIA Form G-702 and G-703 as most recently revised, and the Certification included thereon shall be executed and notarized.
- 9.3.1.4 Add the following Subparagraph 9.3.1.4 to Paragraph 9.3.1.

When the project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Contractor if the Contractor continues to perform satisfactorily and any nonconforming work identified in writing prior to that time by the Architect or Owner has been corrected by the Contractor and accepted by the Architect or Owner. If the Owner determines the Contractor's performance is unsatisfactory, the owner may reinstate retainage for each subsequent periodic payment application up to the maximum amount of five percent (5%). The project shall be deemed fifty percent (50%) complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the contract, except the value of materials stored onsite shall not exceed twenty percent (20%) of the contractor's gross project invoices for the purpose of determining whether the project is fifty percent (50%) complete.

- 9.3.1.5 Add the following Subparagraph 9.3.1.5 to Paragraph 9.3.1.  
The full Contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent) of for other good and sufficient reasons.

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9.6 PROGRESS PAYMENTS: Supplement as follows:

- 9.6.1.1 Provided an Application for Payment is received by the Architect not later than the twenty-fifth (25<sup>th</sup>) day of a month, the Owner shall make payment to the Contractor not later than the tenth (10<sup>th</sup>) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment. This timeline may be adjusted upon agreement by the parties.

9.8 SUBSTANTIAL COMPLETION: Supplements as follows:

- 9.8.6 Add the following Subparagraph 9.8.6 to Paragraph 9.8.  
Additional services and dispute resolution services by the Architect shall be paid by the Contractor at the rate of one hundred and fifty dollars and 00/100 (\$150.00) per hour.

9.10 FINAL COMPLETION AND FINAL PAYMENT: Supplement as follows:

- 9.10.1.1 Add the following Subparagraph 9.10.1.1 to Subparagraph 9.10.1.  
When all work called for under the Contract has been completed and the Contractor has removed from the site of the work all rubbish, unused material, temporary buildings, plant and other structures used by him in carrying on the work, the Owner and the Architect will make a thorough examination of the work. If, after complete examination by the Owner and the Architect, all work is found to comply with the requirements of the contract, it will be accepted and final payment will be made in accordance with the Contract Documents.
- 9.10.1.2 Add the following Subparagraph 9.10.1.2 to Subparagraph 9.10.1.  
In the event that the Architect considers it impractical, because of unusable test conditions, or some other factors, to execute simultaneous final acceptance of all equipment, portions of the installation may be certified by the Architect for final acceptance when that portion of the system is complete and ready for operation.
- 9.10.1.3 Add the following Subparagraph 9.10.1.3 to Subparagraph 9.10.1.  
Substantial completion liquidated damages shall be as detailed in the Contract Documents.

**ARTICLE 10 – PROTECTION OF PERSON AND PROPERTY**

- 10.2 SAFETY OF PERSON AND PROPERTY: Supplement as follows:
- 10.2.4.1 Add the following Subparagraph 10.2.4.1 to Subparagraph 10.2.4.  
When use or storage of explosives other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.
- 10.3.3 Subparagraph 10.3.3 is hereby deleted in its entirety and Subparagraphs 10.3.4 through 10.3.6 are hereby renumbered accordingly.

**ARTICLE 11 – INSURANCE AND BONDS**

- 11.1 CONTRACTOR'S INSURANCE AND BONDS: Supplement as follows:
- 11.1.5 Add the following Subparagraph 11.1.5 to Paragraph 11.1.  
Insurance coverages required by this Article and the Contract Documents shall be maintained without interruption from the date of commencement of the Work until at least the date of final payment and termination of any coverage required to be maintained after final payment

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and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work.

11.2.2 FAILURE TO PURCHASE REQUIRED PROPERTY INSURANCE. Supplement as follows:

11.2.2 The text of Subparagraph 11.2.2 is hereby deleted in its entirety and replaced as follows: If the Owner does not already have, or in the alternative does not intend to purchase, property insurance as described in the Contract Documents, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner.

#### ARTICLE 15 – CLAIMS AND DISPUTES

15.1 CLAIMS: Supplement as follows:

15.1.3.3 Add the following Subparagraph 15.1.3.3 to Subparagraph 15.1.3  
Claims for additional compensation for additional work, due to alleged errors in spot elevations of the site, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the drawings. Any discrepancies which may be discovered between actual conditions and those represented by the drawings shall at once be reported to the Architect, and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Architect.

15.1.6 CLAIMS FOR ADDITIONAL TIME: Supplement as follows:

15.1.6.3 Add the following Subparagraph 15.1.6.3 to Subparagraph 15.1.6.  
If the Contractor is delayed at any time in the progress of his work by abnormal weather conditions not reasonably anticipated for the locality where the work is performed, then the contract time may be extended by change order for the time which the Architect and Owner may determine is reasonable.

15.1.6.4 Add the following Subparagraph 15.1.6.4 to Subparagraph 15.1.6  
Time Extensions will not be granted for rain, wind, snow or other natural phenomena of **normal intensity** for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the Contractor reflecting the effect of the weather on progress of the work and initialed by the Architect's representative. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery.

15.1.6.5 Add the following Subparagraph 15.1.6.5 to Subparagraph 15.1.6.  
If the Contractor is delayed at any time in the progress of the Work by any act or negligence of the Owner or the Architect, or by any employee of either; by any separate contractor employed by the Owner; by changes ordered in the Work; by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; by unavoidable casualties; by any causes beyond the Contractor's control; or by any other causes which the Architect and Owner

PUBLIC SAFETY STATION 36  
TOWN OF APEX

determine may justify the delay, then the contract time may be extended by Change Order for the time which the Architect and Owner may determine is reasonable.

- 15.1.6.6 Add the following Subparagraph 15.1.6.6 to Subparagraph 15.1.6.  
Daily logs showing work activity and weather that could impact the progress of the Work shall be submitted each month with the Application for Payment. Applications for Payment will not be processed unless all documentation is provided with the application.
- 15.1.6.7 Add the following Subparagraph 15.1.6.7 to Subparagraph 15.1.6.  
Request for extension of time shall be made in writing within twenty-one (21) days following the cause of delay. In case of continuing cause for delay, the Contractor shall notify the Architect of the delay within twenty-one (21) days of the beginning of the delay and only one claim is necessary.
- 15.1.6.8 Add the following Subparagraph 15.1.6.8 to Subparagraph 15.1.6.  
Claims for additional time and additional cost will not be allowed if the actual construction time does not exceed the actual completion time as stated in the Contract Documents.
- 15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES: Supplement as follows:  
15.1.7.1 Subparagraph 15.1.7.1 is hereby deleted in its entirety and replaced as follows:  
damages incurred by the Owner for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 15.1.7.3 Add subparagraph 15.1.7.3 to Subparagraph 15.1.7 as follows:  
damages incurred by the Owner for rental expenses for furniture, equipment, or other storage expenses that result from Contractor's failure to complete the Project within the time specified in the Contract Documents are not waived as part of this Section 15.1.7.
- 15.3 MEDIATION: Supplement as follows:  
15.3.2 The first sentence of Subparagraph 15.3.2 is hereby deleted and replaced as follows:  
The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall follow the Rules Implementing Mediated Settlement Conferences in North Carolina Public Construction Projects, as adopted by the State Building Commission on February 26, 2002, as amended and in effect when the procedures are invoked. The Rules relating to non-State projects shall apply.
- 15.3.3 Subparagraph 15.3.3 is hereby deleted in its entirety and Subparagraph 15.3.4 is renumbered 15.3.3.

END OF SUPPLEMENTARY CONDITIONS

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Engineered Construction Company  
900 Paverstone Drive, 2nd Floor  
Raleigh, NC 27615

**SURETY:**

Fidelity and Deposit Company of Maryland  
Attn: Surety Claims, 1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

**OWNER (Name and Address):**

Town of Apex  
73 Hunter Street  
Apex, NC 27502

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 6,342,500.00

Six Million Three Hundred Forty Two Thousand Five Hundred Dollars and 00/100 Dollars

Description (Name and Location):

Apex Public Safety Station No. 36, 1201 Wimberly Road, Apex, NC 27523

**BOND:**

Date: (Not earlier than Construction Contract Date)

Amount: \$ 6,342,500.00

Six Million Three Hundred Forty Two Thousand Five Hundred Dollars and 00/100 Dollars

Modifications to this Bond: ☒ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**

Company

Engineered Construction Company

Signature:

Name: Scott D. Dawson, Jr.

Title: President

(Any additional signatures appear on the last page of this Performance Bond)

**SURETY**

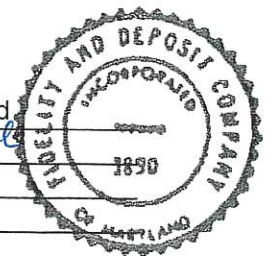
Company

Fidelity and Deposit Company of Maryland

Signature:

Name: Wendy E Lahm

Title: Attorney-in-Fact



FOR INFORMATION ONLY – Name, address and telephone

AGENT OR BROKER:

Marsh &amp; McLennan Agency LLC

5605 Carnegie Boulevard, Suite 300

Charlotte, NC 28209

704-365-6213

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party)

Davis Kane Architects, PA

503 Oberlin Road, Suite 300

Raleigh, NC 27605



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless, the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Section 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the

commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **14. DEFINITIONS**

- 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

SURETY

Company

Company

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Engineered Construction Company  
 900 Paverstone Drive, 2nd Floor  
 Raleigh, NC 27615

**SURETY:**

Fidelity and Deposit Company of Maryland  
 Attn: Surety Claims, 1299 Zurich Way, 5th Floor  
 Schaumburg, IL 60196-1056

**OWNER (Name and Address):**

Town of Apex  
 73 Hunter Street  
 Apex, NC 27502

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 6,342,500.00

Six Million Three Hundred Forty Two Thousand Five Hundred Dollars and 00/100 Dollars

Description (Name and Location):

Apex Public Safety Station No. 36, 1201 Wimberly Road, Apex, NC 27523

**BOND:**

Date: \_\_\_\_\_ (Not earlier than Construction Contract Date)

Amount: \$ 6,342,500.00

Six Million Three Hundred Forty Two Thousand Five Hundred Dollars and 00/100 Dollars

Modifications to this Bond:



None



See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)  
 Engineered Construction Company

Signature: \_\_\_\_\_

Name: Scott D. Dawson, Jr.

Title: President

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY - Name, address and telephone)

**AGENT OR BROKER:**

Marsh & McLennan Agency LLC  
 5605 Carnegie Boulevard, Suite 300  
 Charlotte, NC 28209  
 704-365-6213

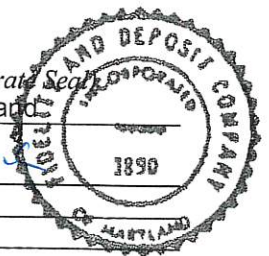
**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)  
 Fidelity and Deposit Company of Maryland

Signature: \_\_\_\_\_

Name: Wendy E Lahm

Title: Attorney-in-Fact

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party):

Davis Kane Architects, PA  
 503 Oberlin Road, Suite 300  
 Raleigh, NC 27605

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligation to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13)
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor that is sufficient to satisfy a Claimant's obligations to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the

performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs, or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **DEFINITIONS**

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or furnished or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the claim.

**16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for a which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.



**16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the Agreement and the Contract Documents.

**16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as onstruction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ *(Corporate Seal)*

SURETY

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Wendy E Lahm**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

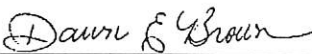
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: *Robert D. Murray*  
Vice President




  
By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclains@zurichna.com](mailto:www.reportsfclains@zurichna.com)  
800-626-4577



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to approve an encroachment agreement between the Town and property owners Sean M. Gutowski and wife Erika K. Gutowski, to install a screen porch that will encroach 55 SF, steps that will encroach 12 SF, and a paver patio that will encroach 8 SF onto the Town's 20' Public Utility Sewer Easement and authorize the Town Manager to execute the same.

### Approval Recommended?

Yes

### Item Details

The proposed Encroachment Agreement is between the Town and property owners Sean M. Gutowski and wife Erika K. Gutowski (Grantees) for the property described as a residential lot known as Wake County PIN #0721-72-2178, Book of Maps 2012, Page 01318, lot is also known as 2081 Tordelo Place, Apex, NC 27502. Grantees wish to install certain improvements, more particularly described as a screen porch that will encroach 55 SF, steps that will encroach 12 SF, and a paver patio that will encroach 8 SF onto the Town's 20' Public Utility Sewer Easement.

### Attachments

- Encroachment Agreement
- Exhibit A



After Recording Mail To:     Development Services  
   Town of Apex  
   PO Box 250  
   Apex, NC 27502

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, being made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Sean M. Gutowski and wife Erika K. Gutowski, hereinafter referred to as "Grantees," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantees are the owners of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0721-72-2178** and more particularly described as **Lot 190** of the subdivision known as **The Traditions at Bella Casa Ph. 3E Section 2**, which is shown on that certain plat recorded in **Book of Maps 2012 Page 01318**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2081 Tordelo Place, Apex, NC 27502**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a 20' TOA PUBLIC UTILITY SEWER EASEMENT as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Utility Sewer Easement**."

WHEREAS, Grantees wish to install certain improvements, more particularly described as a **screen porch that will encroach 55 SF, steps that will encroach 12 SF and a paver patio that will encroach 8 SF onto the Town's Public Utility Sewer Easement** which serves the Residential Lot, hereinafter referred to as the "**Encroachment**," all as shown on the attached **Exhibit A**. Grantees desire to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Utility Sewer Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantees and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantees, and Grantees' successors and assigns at Grantees' sole risk and expense, to encroach into the **Public Utility Sewer Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in the **Exhibit A** and described in this Encroachment Agreement. Grantees are responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment.

3. Grantees are to be fully responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantees agree to and do hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.



6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

To Grantees: Sean M. Gutowski and wife Erika K. Gutowski  
2081 Tordelo Place  
Apex, NC 27502

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantees agree to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Utility Sewer Easement** and the Town may terminate this Encroachment Agreement by giving Grantees ninety (90) days written notice of termination. Prior to the termination date, Grantees shall remove, at their own expense, all or part of the Encroachment as specified by the Town.

10. If the Town deems, within its sole discretion, that there is not time to give Grantees notice as provided in Paragraph 9 and that removal of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Sewer Easement**, then no notice shall be required and the Town may remove the Encroachment from the **Public Utility Sewer Easement** without cost, risk or liability to the Town.

11. Grantees agree to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in Paragraph 10 or if Grantees fail to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantees, if not self-performing the installations that are the subject of this Agreement, agree to purchase or cause to be procured from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, valid general liability insurance in the minimum amount of \$500,000 and provide a certificate of such insurance naming the Town of Apex as additional insured by endorsement to the policy. Where the Grantees are self-performing the installations, Grantees shall show proof of homeowner's insurance with personal liability coverage in a minimum amount of at least \$300,000. Grantees shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Apex within 10 days of their receipt of notice from the insurance company.

13. Notwithstanding Section 14 below, Grantees shall be released from its obligation under this Encroachment Agreement only upon the assumption of said obligations either by a successor in title to real property known as **Lot 190 The Traditions at Bella Casa Phase 3E Section 2 (2081 Tordelo Place, Apex, NC 27502)**, or by assumption of said obligations by an incorporated property or condominium owners association for **The Traditions at Bella Casa Phase 3E Section 2**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantees' obligations possesses adequate financial resources and ownership interest, and Grantees' delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantees' duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantees and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In testimony whereof, said Grantees and said Town have here unto set their hands and seals, the day and year first above written.

GRANTEES

By: Sean M. Gutowski  
Sean M. Gutowski

By: Erika K. Gutowski  
Erika K. Gutowski

STATE OF NORTH CAROLINA

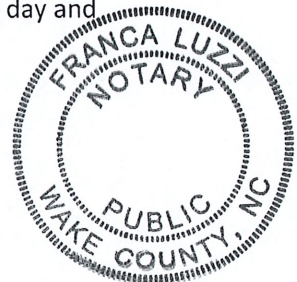
COUNTY OF Wake [county in which acknowledgement taken]

I, do hereby certify that Sean M. Gutowski, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of October, 2021.

[Signature]  
[Signature of Notary Public]

My Commission Expires: 12-27-2021



\*\*\*\*\*

STATE OF NORTH CAROLINA

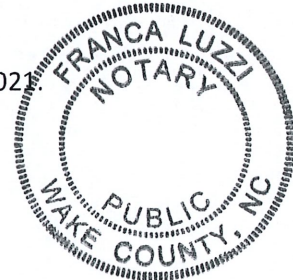
COUNTY OF Wake [county in which acknowledgement taken]

I, do hereby certify that Erika K. Gutowski personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 28 day of October, 2021.

[Signature]  
[Signature of Notary Public]

My Commission Expires: 12-27-2021





**TOWN OF APEX**

\_\_\_\_\_  
Catherine Crosby  
Town Manager

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_ *[county in which acknowledgement taken]*

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_ County, North Carolina,  
certify that Donna B. Hosch personally came before me this day and acknowledged that she is  
Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority  
duly given and as the act of the corporation, the foregoing instrument was signed in its name by  
its Town Manager, sealed with its corporate seal and attested by her as its Town Clerk.

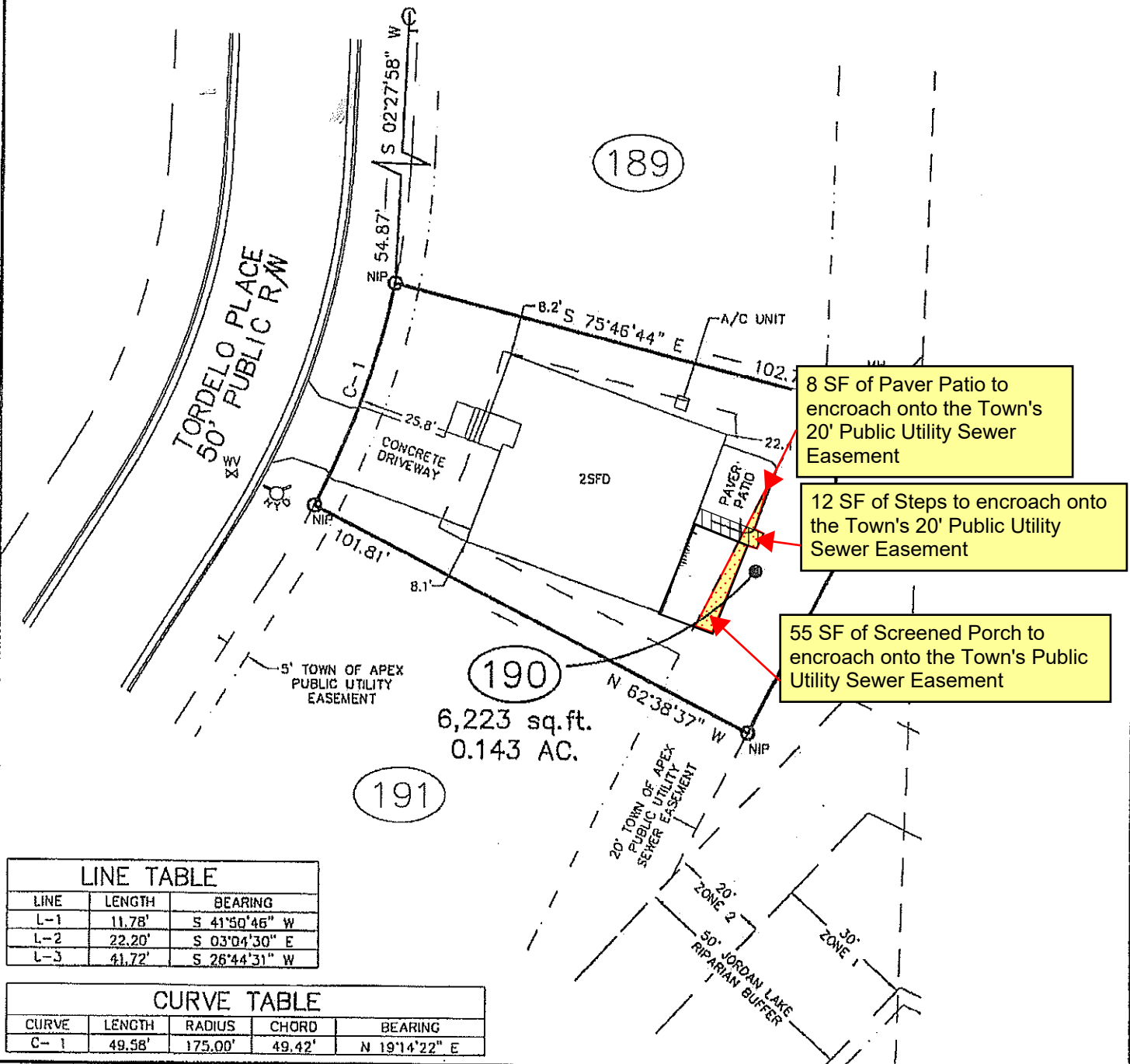
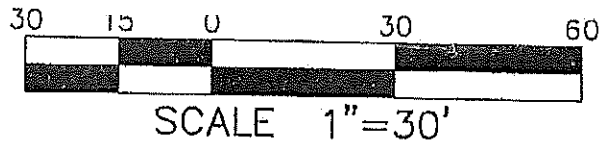
Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
*[Signature of Notary Public]*

*(Seal)*

My Commission Expires: \_\_\_\_\_

# EXHIBIT A 2081 TORDELO PLACE



NOTE:  
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND  
HAS NOT BEEN REVIEWED BY A LOCAL  
GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY  
APPLICABLE LAND DEVELOPMENT REGULATIONS  
AND HAS NOT BEEN REVIEWED FOR COMPLIANCE  
WITH RECORDING REQUIREMENTS FOR PLATS.

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to approve an encroachment agreement between the Town and property owners Taylor Morrison of Carolinas, Inc. to install a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement and authorize the Town Manager to execute the same.

### Approval Recommended?

Yes

### Item Details

Approve Encroachment Agreement between the Town and property owner Taylor Morrison of Carolinas, Inc. (Grantee) for the property described as a residential lot known as Wake County PIN #0722-87-1075, Book of Maps 2021, Page 363, lot is also known as 2491 Hutch Lane, Apex, NC 27523. Grantee wishes to install certain improvements, more particularly described as a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement.

### Attachments

- Encroachment Agreement
- Exhibit A





After Recording Mail To:     Development Services  
   Town of Apex  
   PO Box 250  
   Apex, NC 27502

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, being made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Taylor Morrison of Carolinas, Inc. hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0722-87-1075** by the Wake County Revenue Department and more particularly described as **Lot 256** of the subdivision known as **Westford Phase 3A** as shown on that certain plat recorded in **Book of Maps 2021, Page 00363 (Sheet 4 of 5)**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2491 Hutch Lane, NC 27523**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot.**"

WHEREAS, the Town is the owner of a **10' Public Utility Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Utility Easement.**"

WHEREAS, Grantee wishes to install certain improvements more particularly described as a concrete door stoop that will encroach 7 SF onto the **Public Utility Easement** and an AC Unit that will encroach 9 SF onto the **Public Utility Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Utility Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Utility Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

To Grantee: Taylor Morrison of Carolinas, Inc.  
15501 Weston Parkway, Suite 100  
Cary, NC 27513

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Utility Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Utility Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Utility Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Utility Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.



12. Grantee, during the life of this Encroachment Agreement, agrees to procure, or cause to be procured, from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. The Town shall be named as an additional insured by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement assumption of said obligations by an incorporated property or condominium owners association for **Westford, Phase 3A**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee obligations possesses adequate financial resources and ownership interest, and Grantee delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever by subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

**GRANTEE**

**Taylor Morrison of Carolinas, Inc.**

By: Christian Sheppard (SEAL)  
Christian Sheppard  
Land Development Director

**NORTH CAROLINA**

**COUNTY OF** Wake [county in which acknowledgement taken]

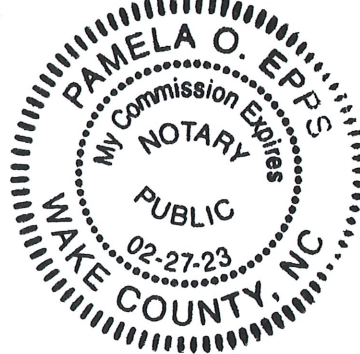
I, Pamela O. Epps, a Notary Public of Wake County, North Carolina, certify that Christian Sheppard, personally appeared before me this day and acknowledged that he is the Land Development Director for Taylor Morrison of Carolinas, Inc., a corporation, and that he as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 21<sup>st</sup> day of September, 2021.

Pamela O. Epps  
[Signature of Notary Public]

(Affix Notarial Stamp-Seal)

My Commission Expires: 2-27-23



TOWN OF APEX

\_\_\_\_\_  
Catherine Crosby  
Town Manager

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_ [county in which acknowledgement taken]

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County, North Carolina, certify that Donna B. Hosch personally came before me this day and acknowledged  
that she is Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority  
duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town  
Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
[Signature of Notary Public]

(Seal)

My Commission Expires: \_\_\_\_\_



| CURVE TABLE |        |        |                 |        |
|-------------|--------|--------|-----------------|--------|
| CURVE       | RADIUS | LENGTH | CHORD DIRECTION | CHORD  |
| C47         | 25.00' | 41.96' | S47°28'26"E     | 37.21' |

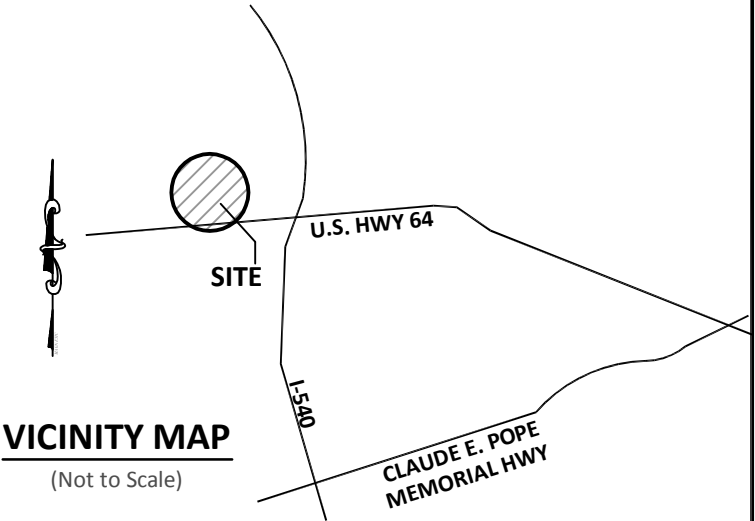
LOT 256 INFORMATION:

PIN: 0722871075  
ADDRESS: 2491 HUTCH LANE  
TOTAL LOT AREA = 0.063 AC = 2,730 SF  
HOUSE = 1,692 SF  
PORCH = 35 SF  
SIDEWALK = 84 SF  
DRIVEWAY = 363 SF  
STOOP = 9 SF  
AC PAD = 9 SF  
TOTAL PROPOSED IMPERVIOUS = 2,192 SF  
PERCENT IMPERVIOUS = 80.3%



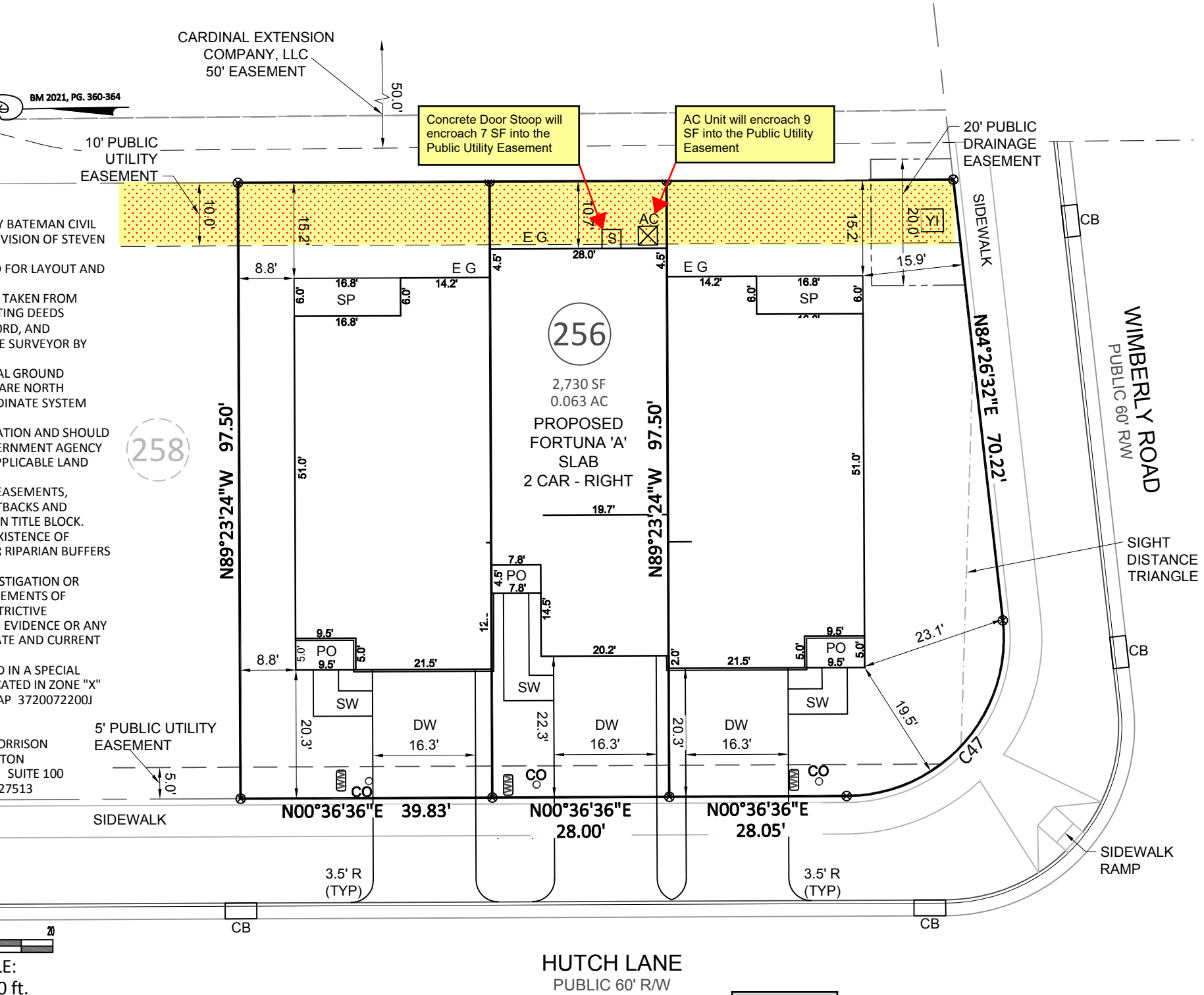
Bateman Civil Survey Company

Engineers • Surveyors • Planners  
2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081  
www.batemancivilsurvey.com info@batemancivilsurvey.com  
NCBELS Firm No. C-2378



NOTES:

- THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
- THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
- PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND/OR PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT.
- ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
- THIS MAP IS NOT FOR RECORDATION AND SHOULD BE REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- THE BASIS OF NORTH AND ALL EASEMENTS, RIGHTS-OF-WAYS, BUFFERS, SETBACKS AND ADJOINERS, ETC. REFERENCED IN TITLE BLOCK.
- NO INVESTIGATION INTO THE EXISTENCE OF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY HUD F.I.R.M. MAP 3720072200J DATED MAY 2, 2006.
- ZONING IS : PUD-CZ
- PROPERTY OWNER: TAYLOR MORRISON  
15501 WESTON PARKWAY, SUITE 100  
CARY, NC 27513



NOTE:  
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

TOWNES AT WESTFORD PH. 3A - LOTS 255-257  
HUTCH LANE, APEX, NC  
WHITE OAK TOWNSHIP, WAKE COUNTY

DATE: 8/18/21 DRAWN BY: HTC CHECKED BY: SPC

REFERENCE: BM 2021, PG. 360-364 BCS# 190363 SCALE: 1" = 20'

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA  
Meeting Date: November 9, 2021

## Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to approve an encroachment agreement between the Town and property owners Taylor Morrison of Carolinas, Inc. to install a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement and authorize the Town Manager to execute the same.

### Approval Recommended?

Yes

### Item Details

Approve Encroachment Agreement between the Town and property owner Taylor Morrison of Carolinas, Inc. (Grantee) for the property described as a residential lot known as Wake County PIN #0722-87-1175, Book of Maps 2021, Page 363, lot is also known as 2483 Hutch Lane, Apex, NC 27523. Grantee wishes to install certain improvements, more particularly described as a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement.

### Attachments

- Encroachment Agreement
- Exhibit A



After Recording Mail To:     Development Services  
   Town of Apex  
   PO Box 250  
   Apex, NC 27502

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, being made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Taylor Morrison of Carolinas, Inc. hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0722-87-1175** by the Wake County Revenue Department and more particularly described as **Lot 259** of the subdivision known as **Westford Phase 3A** as shown on that certain plat recorded in **Book of Maps 2021, Page 00363 (Sheet 4 of 5)**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2483 Hutch Lane, NC 27523**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot**."

WHEREAS, the Town is the owner of a **10' Public Utility Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Utility Easement**."

WHEREAS, Grantee wishes to install certain improvements more particularly described as a concrete door stoop that will encroach 7 SF onto the **Public Utility Easement** and an AC Unit that will encroach 9 SF onto the **Public Utility Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.



WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Utility Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Utility Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.

6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

To Grantee: Taylor Morrison of Carolinas, Inc.  
15501 Weston Parkway, Suite 100  
Cary, NC 27513

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Utility Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Utility Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Utility Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Utility Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure, or cause to be procured, from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. The Town shall be named as an additional insured by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement assumption of said obligations by an incorporated property or condominium owners association for **Westford, Phase 3A**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee obligations possesses adequate financial resources and ownership interest, and Grantee delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.



In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

**GRANTEE**

**Taylor Morrison of Carolinas, Inc.**

By: Christian Sheppard (SEAL)  
Christian Sheppard  
Land Development Director

**NORTH CAROLINA**

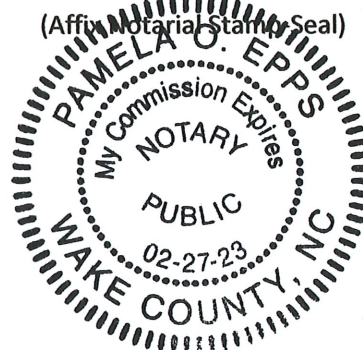
**COUNTY OF** Wake [county in which acknowledgement taken]

I, Pamela D. Epps, a Notary Public of Wake County, North Carolina, certify that Christian Sheppard, personally appeared before me this day and acknowledged that he is the Land Development Director for Taylor Morrison of Carolinas, Inc., a corporation, and that he as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 21<sup>st</sup> day of September, 2021.

Pamela D. Epps  
[Signature of Notary Public]

My Commission Expires: 2-27-23



TOWN OF APEX

\_\_\_\_\_  
Catherine Crosby  
Town Manager

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_ *[county in which acknowledgement taken]*

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County, North Carolina, certify that Donna B. Hosch personally came before me this day and acknowledged  
that she is Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority  
duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town  
Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
*[Signature of Notary Public]*

*(Seal)*

My Commission Expires: \_\_\_\_\_

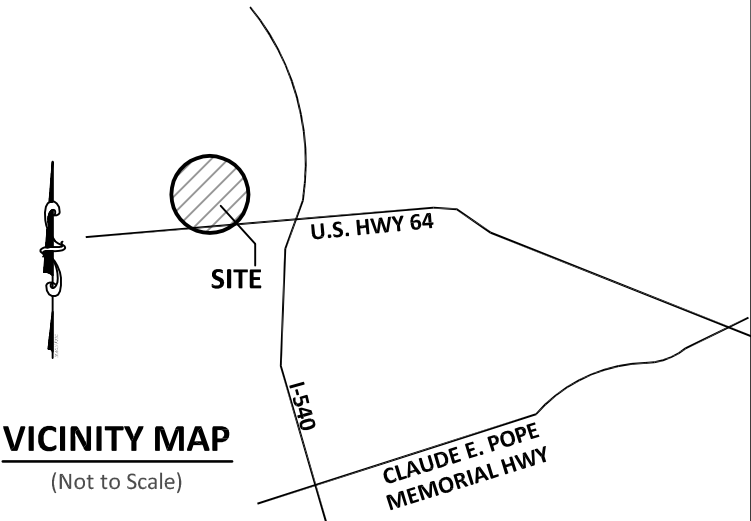
LOT 259 INFORMATION:

PIN: 0722871175  
ADDRESS: 2483 HUTCH LANE  
TOTAL LOT AREA = 0.066 AC = 2,871 SF  
HOUSE = 1,692 SF  
PORCH = 35 SF  
SIDEWALK = 84 SF  
DRIVEWAY = 363 SF  
PATIO = 9 SF  
AC PAD = 9 SF  
TOTAL PROPOSED IMPERVIOUS = 2,192 SF  
PERCENT IMPERVIOUS = 76.3 %



Bateman Civil Survey Company

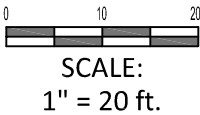
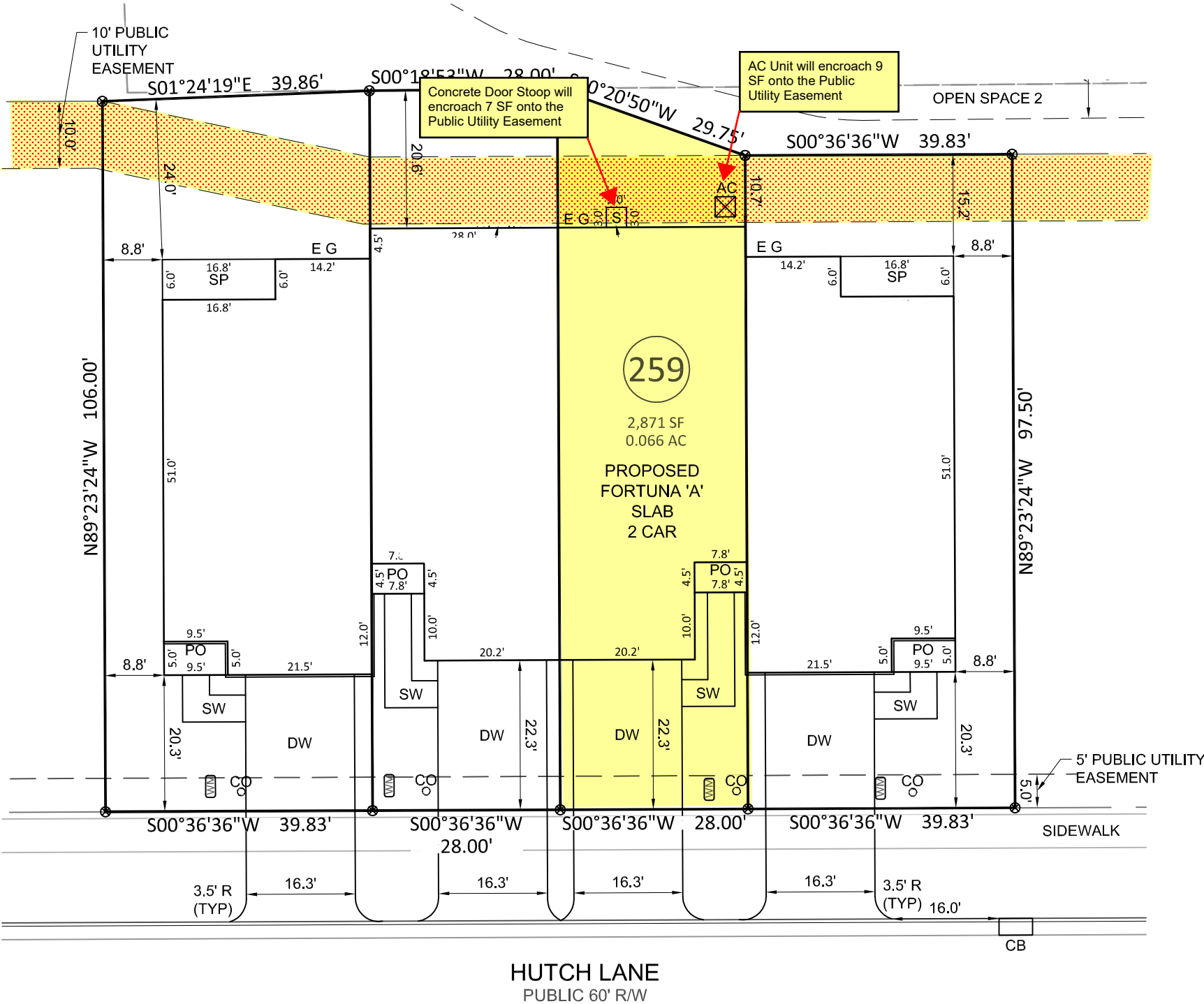
Engineers • Surveyors • Planners  
2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081  
www.batemancivilsurvey.com info@batemancivilsurvey.com  
NCBELS Firm No. C-2378



VICINITY MAP  
(Not to Scale)

NOTES:

1. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
2. THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
3. PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND/OR PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
5. THIS MAP IS NOT FOR RECORDATION AND SHOULD BE REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
6. THE BASIS OF NORTH AND ALL EASEMENTS, RIGHTS-OF-WAYS, BUFFERS, SETBACKS AND ADJOINERS, ETC. REFERENCED IN TITLE BLOCK.
7. NO INVESTIGATION INTO THE EXISTENCE OF JURISDICTIONAL WETLANDS OR RIPARIAN BUFFERS PERFORMED BY THIS FIRM.
8. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
9. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY HUD F.I.R.M. MAP 3720072200J DATED MAY 2, 2006.
10. ZONING IS : PUD-CZ
11. PROPERTY OWNER: TAYLOR MORRISON  
15501 WESTON PARKWAY,  
SUITE 100  
CARY, NC 27513



TOWNES AT WESTFORD PH. 3A - LOTS 258-261

2479-2485 HUTCH LANE, APEX, NC  
WHITE OAK TOWNSHIP, WAKE COUNTY

DATE: 7/21/21 DRAWN BY: MJA CHECKED BY: SPC

REFERENCE: BM 2021, PG. 360-364 BCS# 190363 SCALE: 1" = 20'



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Marty Stone, Assistant Town Manager

Department(s): Administration

### Requested Motion

Motion to approve an encroachment agreement between the Town and property owners Taylor Morrison of Carolinas, Inc. to install a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement and authorize the Town Manager to execute the same.

### Approval Recommended?

Yes

### Item Details

Approve Encroachment Agreement between the Town and property owner Taylor Morrison of Carolinas, Inc. (Grantee) for the property described as a residential lot known as Wake County PIN #0722-87-1188, Book of Maps 2021, Page 363, lot is also known as 2481 Hutch Lane, Apex, NC 27523. Grantee wishes to install certain improvements, more particularly described as a concrete door stoop that will encroach 7 S.F. and an AC unit that will encroach 9 S.F. onto the 10' Public Utility Easement.

### Attachments

- Encroachment Agreement
- Exhibit A



After Recording Mail To:     Development Services  
   Town of Apex  
   PO Box 250  
   Apex, NC 27502

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**ENCROACHMENT AGREEMENT**

THIS ENCROACHMENT AGREEMENT, being made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Taylor Morrison of Carolinas, Inc. hereinafter referred to as "Grantee," and the Town of Apex, hereinafter referred to as the "Town."

WHEREAS, the Grantee is the owner of a certain residential lot of land in the County of Wake, State of North Carolina, which is designated as **PIN #0722-87-1188** by the Wake County Revenue Department and more particularly described as **Lot 260** of the subdivision known as **Westford Phase 3A** as shown on that certain plat recorded in **Book of Maps 2021, Page 00363 (Sheet 4 of 5)**, Wake County Registry (hereinafter the "**Subdivision Plat**"). The residential lot is also known as **2481 Hutch Lane, NC 27523**. The residential lot described in this paragraph is hereinafter referred to as the "**Residential Lot.**"

WHEREAS, the Town is the owner of a **10' Public Utility Easement** as shown on the **Subdivision Plat** hereinafter referred to as the "**Public Utility Easement.**"

WHEREAS, Grantee wishes to install certain improvements more particularly described as a concrete door stoop that will encroach 7 SF onto the **Public Utility Easement** and an AC Unit that will encroach 9 SF onto the **Public Utility Easement**, which serves the Residential Lot, hereinafter referred to as the "**Encroachment**", all as shown on the attached **Exhibit A**. Grantee desires to make certain agreements and covenants regarding the Encroachment.

WHEREAS, the Town, under the terms and conditions herein set forth, is willing to allow the above-described Encroachment upon the **Public Utility Easement**.

NOW, THEREFORE, in consideration of these promises and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and the Town hereby covenant and agree:

1. Subject to the terms herein, the Town agrees to allow Grantee, and Grantees' successors and assigns at Grantee sole risk and expense, to encroach into the **Public Utility Easement** of the Town as shown in the attached **Exhibit A**, and incorporated by reference as though fully set forth herein.

2. The Encroachment shall not be enlarged or increased beyond the Encroachment shown in **Exhibit A** and described in this Encroachment Agreement. Grantee is responsible for any and all expenditures of labor or materials required for the installation, erection, repair, removal, or maintenance of the above-referenced Encroachment and shall be allowed to maintain the Encroachment and to perform all necessary repairs, maintenance, and replacement of the Encroachment as may be necessary from time to time.

3. The Town shall not be held responsible for any and all property damage or injury or death of any person which results from any and all negligence, omission, defect in design, maintenance, or workmanship created by the Encroachment described herein, or any cause of action arising out of the installation, maintenance, removal, destruction, or location of said Encroachment.

4. Grantee agrees to and does hereby hold the Town, its officers, council members and employees harmless from any and all liability arising out of such negligence, omission, defect or other cause of action; that it will defend the Town, its officers, council members and employees, and pay all attorney fees in any and all actions brought as a result of such; and that it will indemnify the Town, its officers, council members, and employees against any and all loss sustained by reason of such negligence, omission, defect, or other cause of action, claim, cost, or expense arising out of the installation, maintenance, removal, or location of said Encroachment; provided that, Grantee shall not be obligated hereunder to indemnify the Town for any negligent acts or omissions of the Town, its contractor(s) (including sub-contractors) and their respective officers, agents and employees.

5. Sections 3 and 4 shall survive the termination of this Encroachment Agreement for any reason.



6. All notices required herein shall be deemed given by depositing such in the United States mail, first class, and addressed to:

To Town: Town Manager  
Town of Apex  
PO Box 250  
Apex, NC 27502

To Grantee: Taylor Morrison of Carolinas, Inc.  
15501 Weston Parkway, Suite 100  
Cary, NC 27513

7. In the event there is a dispute between the parties concerning the interpretation of the terms of this Encroachment Agreement or their respective rights and obligations hereunder, such dispute or controversy shall be adjudged pursuant to the laws of the State of North Carolina.

8. Grantee agrees to abide by all applicable laws, regulations, statutes and ordinances.

9. This Encroachment Agreement shall not divest the Town of any rights or interest in said **Public Utility Easement**.

10. If the Town deems, within its sole discretion, that removal of all or apportion of the Encroachment is necessary in order to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement**, then Grantee shall cause such removal to be made at Grantee's sole expense within 30 days after receipt of notice from the Town and shall be completed in a manner that will allow the Town complete and safe access to the **Public Utility Easement**. In the event that the Grantee fails to timely remove the Encroachment or in the event of an emergency associated with the condition of the **Public Utility Easement**, the Town is authorized to remove all or such portion of the Encroachment as the Town determines in its sole discretion to be reasonably necessary, convenient or advisable to operate, protect, maintain, modify, replace, add-to or improve its facilities located within the **Public Utility Easement**. The Town shall have the sole discretion to determine the existence of an emergency associated with the condition of the **Public Utility Easement**.

11. Grantee agrees to pay and reimburse the Town the entire expense and cost of removal of the Encroachment in the event that the Town removes the Encroachment as provided in the Paragraph 10 or if Grantee fails to remove the Encroachment within the time limit after receiving notice under Paragraph 9.

12. Grantee, during the life of this Encroachment Agreement, agrees to procure, or cause to be procured, from a responsible insurance carrier or carriers authorized under the laws of the State of North Carolina, insurance in the minimum amounts of \$300,000/\$500,000/\$300,000 covering full liability for any and all personal injury, property damage or wrongful death caused by the construction, maintenance, location, repair or visual obstruction of said Encroachment. Grantee shall furnish the Town, without demand, each July a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect. The Town shall be named as an additional insured by endorsement of the policy. In the event of any change in the insurance policy, Grantee shall give the Town thirty (30) days notice of such change. Should Grantee fail to pay premiums upon said insurance or to perform any of the agreement, terms or conditions herein contained, the Town, at its option, by written notice may declare this Encroachment Agreement canceled and terminated and all rights acquired hereunder by Grantee shall thereupon terminate.

13. Notwithstanding Section 14 below, Grantee shall be released from its obligation under this Encroachment Agreement assumption of said obligations by an incorporated property or condominium owners association for **Westford, Phase 3A**. The Town's consent to such assumption and release shall be required but shall not be withheld, conditioned or delayed if, as reasonably determined by the Town, the party assuming Grantee obligations possesses adequate financial resources and ownership interest, and Grantee delegate and proposed assignee assume and agree to fulfill, in writing, all of Grantee duties set forth in this Encroachment Agreement.

14. The right to encroach is appurtenant to and runs with the land hereinabove referred to and shall forever be subject to the conditions above agreed on between the parties. This Encroachment Agreement is binding upon the heirs, assigns, transferees, and successors in interest of the Grantee and shall, upon execution, be recorded in the Office of the Register of Deeds of Wake County, North Carolina.

In testimony whereof, said Grantee and said Town have here unto set their hands and seals, the day and year first above written.

**GRANTEE**

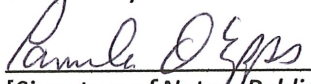
**Taylor Morrison of Carolinas, Inc.**

By:  (SEAL)  
Christian Sheppard  
Land Development Director

**NORTH CAROLINA**  
**COUNTY OF** Wake [county in which acknowledgement taken]

I, Pamela O. Epps, a Notary Public of Wake County, North Carolina, certify that Christian Sheppard, personally appeared before me this day and acknowledged that he is the Land Development Director for Taylor Morrison of Carolinas, Inc., a corporation, and that he as Vice President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this 21<sup>st</sup> day of September, 2021.

  
[Signature of Notary Public]

My Commission Expires: 2-27-23





TOWN OF APEX

\_\_\_\_\_  
Catherine Crosby  
Town Manager

(Corporate Seal)

ATTEST:

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_ [county in which acknowledgement taken]

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County, North Carolina, certify that Donna B. Hosch personally came before me this day and acknowledged  
that she is Town Clerk of the Town of Apex, a North Carolina Municipal Corporation, and that by authority  
duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Town  
Manager, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
[Signature of Notary Public]

(Seal)

My Commission Expires: \_\_\_\_\_

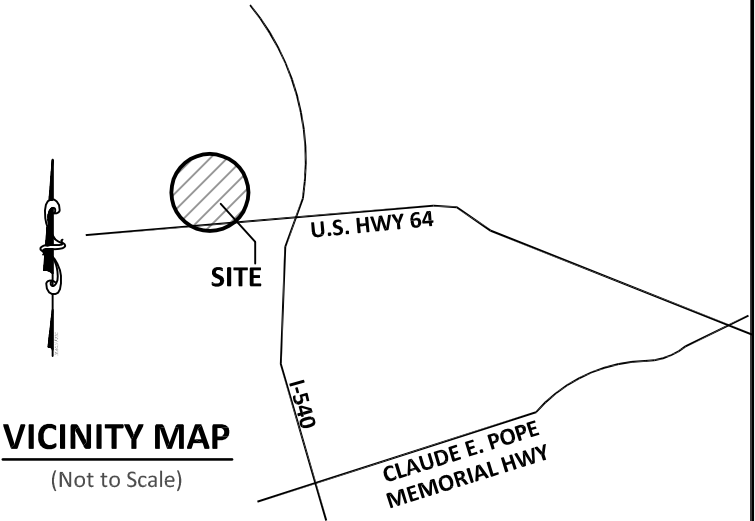
LOT 260 INFORMATION:

PIN: 0722871188  
ADDRESS: 2481 HUTCH LANE  
TOTAL LOT AREA = 0.069 AC = 3,009 SF  
HOUSE = 1,692 SF  
PORCH = 35 SF  
SIDEWALK = 86 SF  
DRIVEWAY = 363 SF  
STOOP = 9 SF  
AC PAD = 9 SF  
TOTAL PROPOSED IMPERVIOUS = 2,194 SF  
PERCENT IMPERVIOUS = 72.9 %



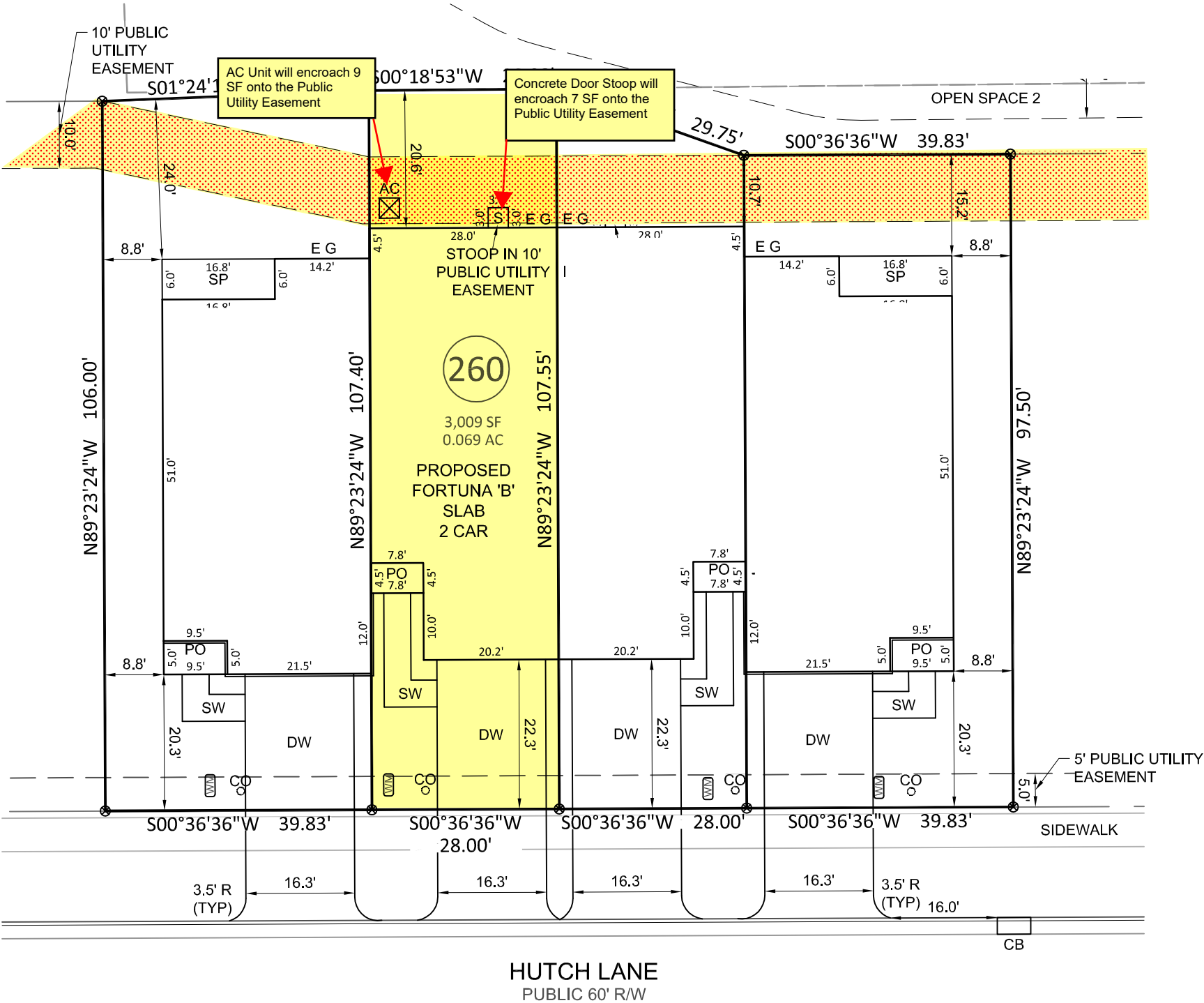
Bateman Civil Survey Company

Engineers • Surveyors • Planners  
2524 Reliance Avenue, Apex, NC 27539 Ph: 919.577.1080 Fax: 919.577.1081  
www.batemancivilsurvey.com info@batemancivilsurvey.com  
NCBELS Firm No. C-2378



NOTES:

1. THIS SURVEY WAS PREPARED BY BATEMAN CIVIL SURVEY CO., UNDER THE SUPERVISION OF STEVEN P. CARSON, PLS.
2. THIS PLAN HAS BEEN PREPARED FOR LAYOUT AND PERMITTING PURPOSES ONLY.
3. PROPERTY LINES SHOWN WERE TAKEN FROM EXISTING FIELD EVIDENCE, EXISTING DEEDS AND/OR PLATS OF PUBLIC RECORD, AND INFORMATION SUPPLIED TO THE SURVEYOR BY THE CLIENT.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES AND ALL BEARINGS ARE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM UNLESS OTHERWISE SHOWN.
5. THIS MAP IS NOT FOR RECORDATION AND SHOULD BE REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
6. THE BASIS OF NORTH AND ALL EASEMENTS, RIGHTS-OF-WAYS, BUFFERS, SETBACKS AND ADJOINERS, ETC. REFERENCED IN TITLE BLOCK.
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8. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
9. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE "X" AS DEFINED BY HUD F.I.R.M. MAP 3720072200J DATED MAY 2, 2006.
10. ZONING IS : PUD-CZ
11. PROPERTY OWNER: TAYLOR MORRISON  
15501 WESTON PARKWAY,  
SUITE 100  
CARY, NC 27513



NOTE:  
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

TOWNES AT WESTFORD PH. 3A - LOTS 258-261  
2479-2485 HUTCH LANE, APEX, NC  
WHITE OAK TOWNSHIP, WAKE COUNTY

DATE: 7/21/21 DRAWN BY: MJA CHECKED BY: SPC

REFERENCE: BM 2021, PG. 360-364 BCS# 190363 SCALE: 1" = 20'

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Mayor Jacques K. Gilbert

Department(s): Governing Body

### Requested Motion

Motion to adopt a resolution requesting that the Wake County Board of Commissioners appoint Robert Carmac to the Board of Adjustment as an ETJ Representative.

### Approval Recommended?

Yes

### Item Details

The Governing Body recommends approval of the following appointment:

To the Board of Adjustment: Robert Carmac

Term: 1/1/2022-12/31/2024

Robert Carmac expressed interest via our on-line interest form and has agreed to serve on the Board of Adjustment

### Attachments

- Resolution
- Interest Form





**RESOLUTION NO. 21-1109-22**

**A RESOLUTION REQUESTING THE WAKE COUNTY BOARD OF  
COMMISSIONERS TO APPOINT EXTRATERRITORIAL JURISDICTION (ETJ)  
MEMBER TO THE APEX BOARD OF ADJUSTMENT**

**WHEREAS**, Sections 2.1.2 and 2.1.3 of the Apex Unified Development Ordinances require the membership of the Planning Board and of the Board of Adjustment reflect a proportional representation between the population of the Town's corporate limit and the Town's extraterritorial jurisdiction; and

**WHEREAS**, N.C.G.S. §160A-362 states that as a result of extraterritorial jurisdiction, a means of proportional representation based on population for residents of the extraterritorial area shall be provided, which requires that the local Board of County Commissioners serves to appoint members living in the Town's extraterritorial jurisdiction; and

**WHEREAS**, the Town of Apex is requesting the appointment of the following individual to serve as Extraterritorial Jurisdiction representative to the following board:

To the Board of Adjustment:

Robert Carmac  
1020 N. Salem Street  
Apex, NC 275

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Apex hereby requests the Wake County Board of County Commissioners appoint Robert Carmac to the Apex Board of Adjustment, in accordance with the Apex Unified Development Ordinances and N.C.G.S. §160A-362.

This the 9th day of November, 2021.

---

Jacques K. Gilbert  
Mayor

ATTEST:

---

Donna Hosch, MMC, NCCMC  
Town Clerk

# Board of Adjustment

## Advisory Board Interest Form

### Candidate Contact Information

---

**Legal Name**

Robert Carmac

**Preferred First Name****Address**

1020 N Salem St., Apex, North Carolina 27502

**Email****Mobile Phone****Alternate Phone (work/home)****Do you live within the Apex town limits?**

No

### Background Information

---

**Current Employer**

Smith Sinnett Architecture

**Current Job Title**

Principal / Architect

**Tell us why you would like to serve?**

I started my first project, as an Architect, in 2004 when we were hired to design the Community Center Expansion. Since that point, I have taken an active interest in watching how the Town has grown and expanded. In 2007, I purchased my first home in Apex and currently reside in the ETJ. I am a member of the Apex Rotary Club and enjoy serving this community every chance I get. I would value taking another step in serving my local community by being a member of this committee. I understand the importance and value of the Board of Adjustment. As a business owner, I have the flexibility in my schedule to ensure I can make every meeting. I want to be an active part of the committee and will demonstrate that by my effort, input, and attendance at every meeting. I also understand that it is critical to understand the issues and topics being brought forward for consideration to the committee. So spending time to review the provided information is critical in making the most informed decision possible. I intent to dedicate the time and effort necessary to understand each item brought before the committee. As an Architect, I am very experienced in reading and understanding site plans, building plans, codes, construction issue, etc. This experience will help me to discern the information quicker and provide better responses and enhance the decision making process. My experience in working within the Town of Apex, and working with my other Municipal clients, gives me a critical insight into the process and will help me make sound decisions that continue to benefit and enhance our community. I feel my experience and passion for this community will help me be a valuable member for this committee.

**Please list any education, special skills, or experience you have that would be useful while considering this form.**

I have a Professional, 5 Year, Bachelor's Degree in Architecture. I am a licensed Architect with over 15 years' experience. I am familiar with the Town and live in the ETJ for the Town of Apex. As an Architect, I understand construction and building codes. I have completed numerous projects that were submitted to planning departments, ensure compliance with zoning codes, and have presented at zoning, planning and council meetings. Additionally, I am very familiar with Town of Apex Planning Department's UDO. Most recently, I have just completed the new Senior Center for the Town of Apex, opening this month. In total, I have worked on (9) projects as the Architect for the Town of Apex. They include the Community Center Expansion, Senior Center Addition, Parks Maintenance Building at the Nature Park, and Restroom facilities

at Seagrove Farms Park, Hunter Street Park, Kelly Road Park, and Nature Park. In each of these projects, I actively engaged with the Planning Department for submittals and approvals. So I am very familiar with the process. I have been associated with the Town and have watched it grow since 2004. Being an Architect with experience on successfully completing projects in the Town of Apex gives me a unique prospective that I feel will bring value to this Committee.

Currently I am a member of the Apex Rotary Club and actively managing the registration and entries for the Annual Christmas Parade.

**If you now serve, or have previously served on any town boards, commissions or committees, please list the committees and dates served.**

I have not served on any Town Boards or Committees. As the Architect for the new Senior Center for the Town of Apex, I was a member and manager of the Steering Committee that helped develop the building program. This Steering Committee started and completed its work in 2016.



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Colleen Merays, Downtown & Small Business Development Coordinator

Department(s): Economic Development

### Requested Motion

Motion to approve the amended Co-Sponsored Special Event Permit request for Apex Rotary Christmas Parade, Winter Wonderland and mobile vendor with the approved date of Saturday, December 4, 2021.

### Approval Recommended?

Yes

### Item Details

| <u>Name Of Event</u>          | <u>Event Date(s)</u> | <u>Event Times</u> | <u>Event Organizer/Sponsor</u> |
|-------------------------------|----------------------|--------------------|--------------------------------|
| Apex Rotary Christmas Parade  | Sat., Dec. 4, 2021   | 5PM - 7:30PM       | Apex Rotary                    |
| Apex Parade Winter Wonderland | Sat., Dec. 4, 2021   | 12PM - 8:00PM      |                                |
| Parade Mobile Vendors         | Sat., Dec. 4, 2021   | 3PM - 8:00PM       |                                |

Estimated Town Expenditures \$20,152.00

This Co-Sponsored special event request totals \$20,152.00 and include such services as Police, Public Works, Electric and Park, Recreation and Cultural Services. These events include closure of public streets, parking lots and use of the Town Hall campus parking as detailed in the attachment. Approval of Sponsorship is contingent upon event coordinators adhering to all rules and regulations as details in the Town of Apex Special Events Guide and Special Event Permit Application.

### Attachments

- Amended Co-Sponsored Special Event Description and Request
- Parade Route and Staging Maps
- Winter Wonderland Map
- Mobile Vendor Map





**Town of Apex**  
**2021 Cosponsored Special Event Applications**

**Event Name:** Apex Christmas Parade & Winter Wonderland

**Event Organizer:** Apex Rotary Club

**Event Date & Time:**

- Parade - Saturday, December 4, 2021 from 5:00 PM to 8:00 PM
- Winter Wonderland – Saturday, December 4, 2021 from 12 PM – 8:00 PM
- Mobile Food Vendors – Saturday, December 4, 2021 from 3:00 PM to 8:00 PM

**Roads & Parking Closed Date & Time:**

- Parade - Saturday, December 4, 2021 from 2:30 PM to 11:00 PM
  - N. Salem from (Peakway to Williams)
  - Peakway from (Laura Duncan to N. Salem)
  - Hunter from (Laura Duncan to Salem)
  - Ambergate Station from (Hunter to Peakway)
  - Upchurch Street (Williams to Holleman)
  - W. Moore St (N. Salem to Upchurch St.)
- Winter Wonderland – Saturday, December 4, 2021 from 8 AM – 11:00 PM
  - The Depot Parking Lot & Plaza
- Mobile Food Vendors - Saturday, December 4, 2021 from 2:00 PM - 11:00 PM
  - N. Salem at (Peakway)
  - N. Salem at (Hunter)
  - N. Salem at (Thompson)
  - The Depot
  - S. Salem at (Holleman)

**Rain Date:** N/A

**2021 Co-Sponsorship Request:** Barricades to block N. Salem St from (Hunter to Chatham) and Depot Parking Lot

**2021 Estimated Town of Apex Cost:** \$20,152.00

**Event Description:**

Parade - Staging on Ambergate Station and Apex Peakway. Parade proceeds down Salem St to the Public Works parking lot and disbands there.

Winter Wonderland – Held in The Depot Parking Lot & Plaza, businesses will create festive spaces to promote their businesses while providing child-centered activities (face painting, giveaways, ornament decorating, etc.) All proceeds, less costs, will be donated to Western Wake Crisis Ministry.

Mobile food vendors – Space along the parade route for food vendors to park and sell coffee, hot chocolate, smoothies, grab and go food to parade goers.

**Questions to Consider:** None

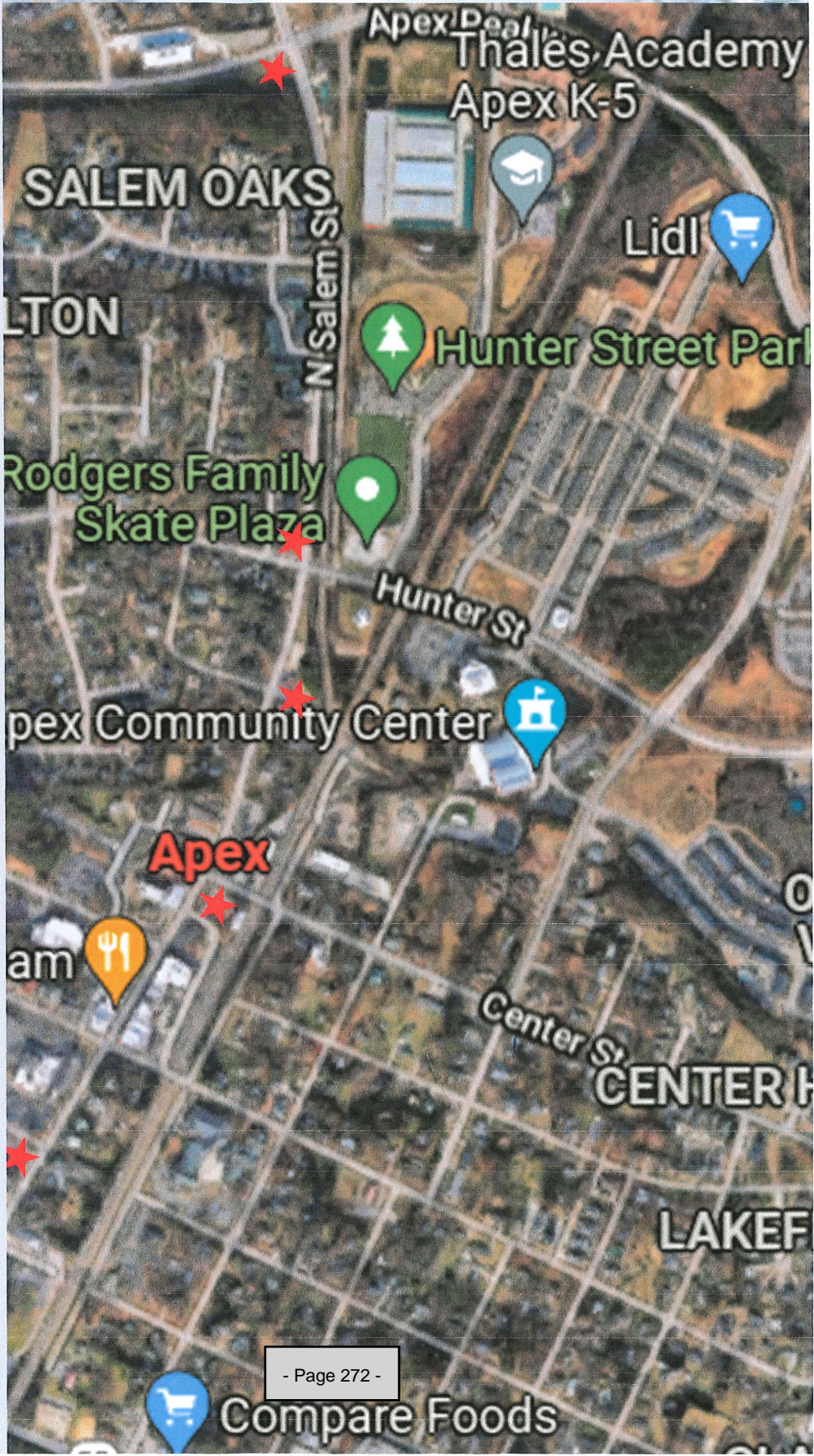






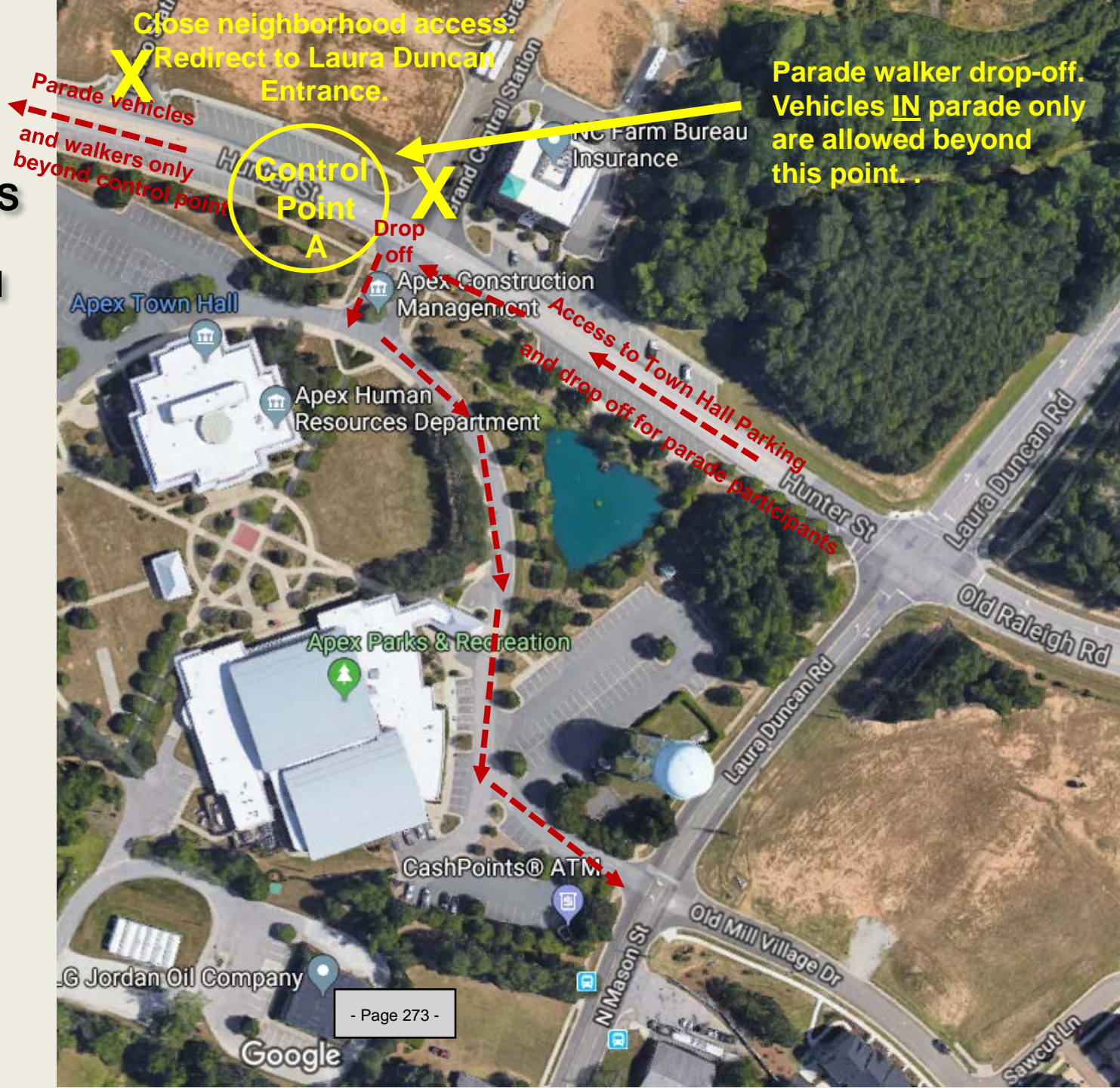
# Exhibit for Possible Vendor Locations

(Must be approved by the Town)

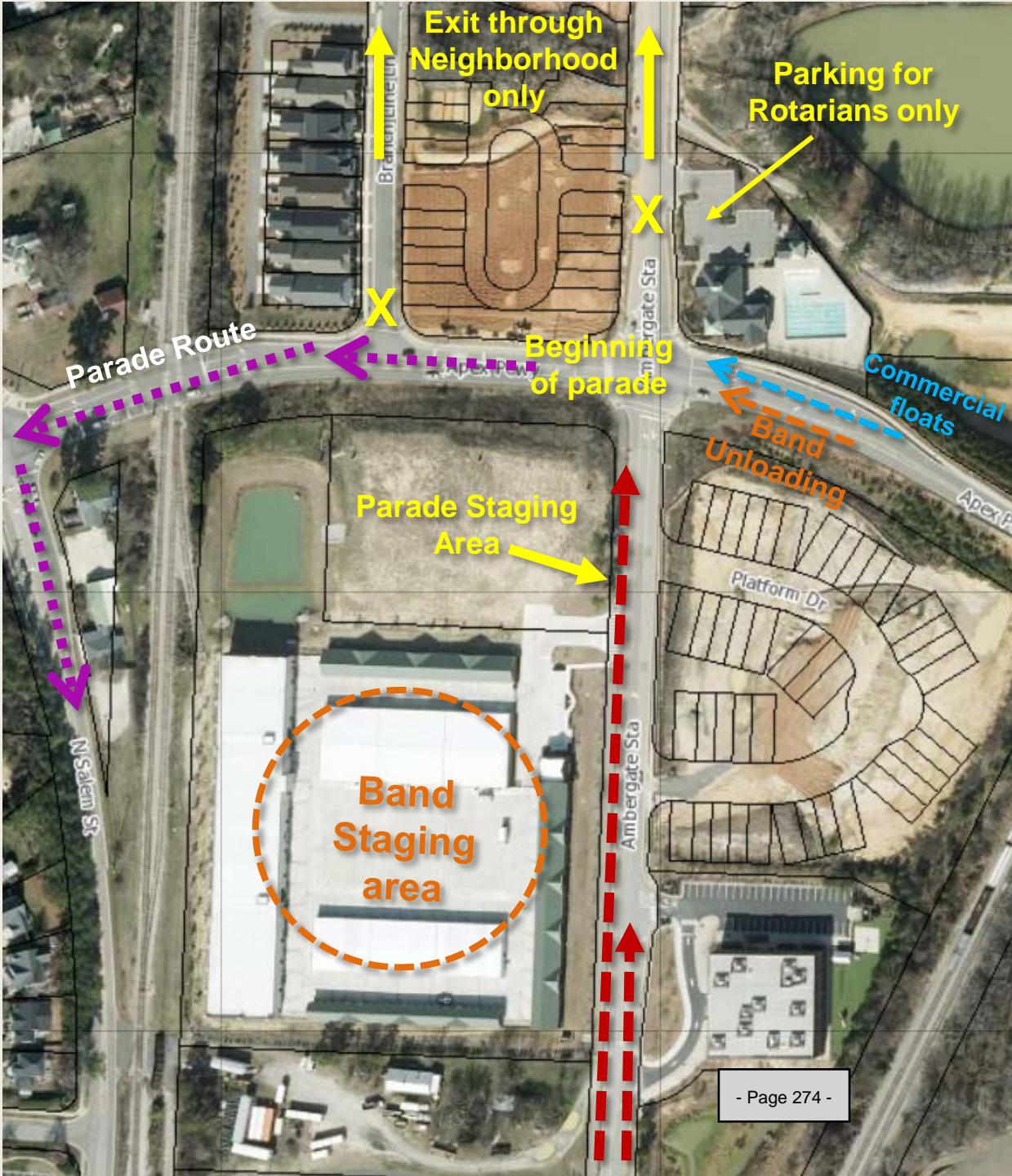




**Exhibit for:  
STAGING &  
ROAD CLOSURES  
Hunter Street at  
Old Raleigh Road  
(TOWN HALL)**

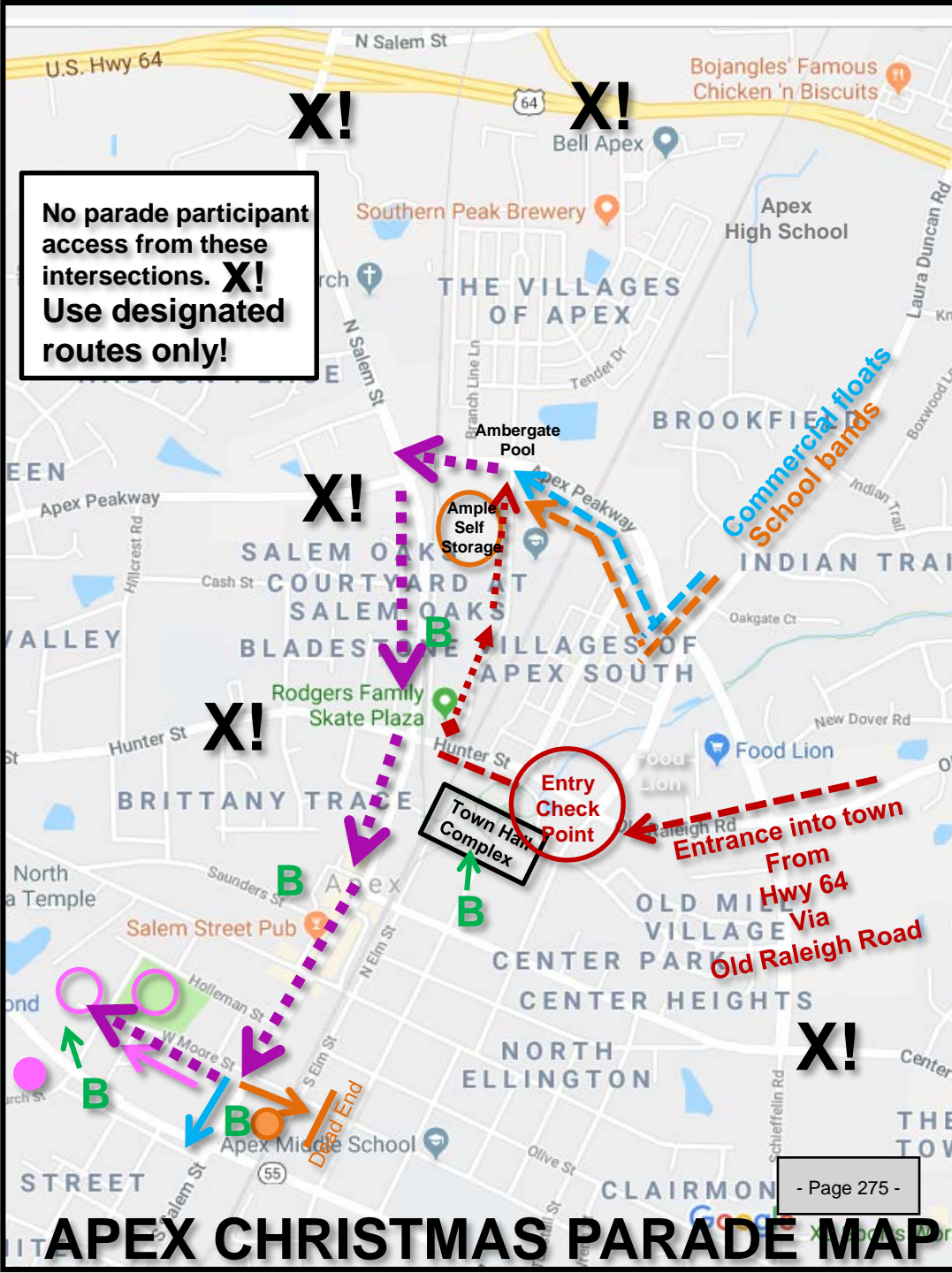






**Exhibit for:  
STAGING &  
ROAD CLOSURES  
Apex Peakway at  
Ambergate Station**





-  Entry route, drop off and line up area for school bands at Ample Storage Center
-  Parking and drop off area for parade participants at Town Hall/Community Center complex
-  Line up area for walkers and homemade floats along Ambergate Station
-  Entry checkpoint for walkers and parade vehicles only **(Have your parade entry # displayed on your windshield!)**
-  Line up area for commercial floats along Apex Peakway, disband on Salem Street just before East Williams street intersection (HWY 55). See solid blue arrow at bottom of map.
-  Route into Town from Old Raleigh Road for parade participants.
- X! Please use designated routes only!**
-  Parade Route along North Salem Street
-  Band Exit (Band members turn left on East Moore Street right after Holland's Jewelers)
-  Band Parking (315 South Salem Street office complex parking lot)
-  Exit for all other parade participants and floats (Exit right onto West Moore St.)
-  Pick up area for ALL participants (Sovereign Grace Church)
-  Parking areas at CC Jones Community Center and Apex Public Works
-  Bathroom locations (Ballfields at Ambergate, Community Center at Town Hall, Corner of North Salem and South Saunders, Corner of Moore and Upchurch, Moore and Salem Street)

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November, 9, 2021

## Item Details

Presenter(s): Mitch McKinney, Deputy Chief of Police

Department(s): Police

### Requested Motion

Motion to formally retire Apex Police Department Canine Rocky from police service and allow him to remain in Ofc. Scott James's stewardship for the remainder of Rocky's life.

### Approval Recommended?

Yes

### Item Details

Canine Rocky has served almost a decade with his partner Ofc. Scott James, and with Council's permission, will have the distinguished honor of being Apex Police Department's first Canine retiree. Initially, we anticipated making this request in June associated with a health concern; however, Rocky's handler worked with the canine veterinarian to resolve the issue. As a result, we agreed to postpone the date for Rocky's retirement after determining that no decline in quality of life for Rocky was identified, and his service continued to benefit the community. Additionally, this decision allowed us to acquire another canine and supplement our existing resources. After some recent conversations, we are confident the community will have their new canine available without delay. Also, after assessing and reviewing Rocky's physical capability and considering what is in his best interest, we have decided to begin the process of retiring him from service with the Town of Apex to support a peaceful and relaxing quality of life for Rocky's remaining years. . Rocky will have a formal retirement at the police department with the date TBD.

### Attachments

- None



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Office of the Town Clerk

### Requested Motion

Motion to approve the Apex Tax Report dated 10/03/2021

### Approval Recommended?

Yes

### Item Details

At its regular meeting held on November 1, 2021, the Wake County Board of Commissioners approved the Apex Tax Report dated 10/03/2021

### Attachments

- Tax Report





Tax Committee Meeting: 10/14/2021

Approved by: Kim Lorbacher

Board of Commissioners Meeting: 11/01/2021

TO: Wake County Board of Commissioners and Town Board of Apex

FOR: Consideration of Requests for Exemptions

| Item # | Taxpayer(s)   | Description<br>Jurisdiction               | Account # / Year For<br>Payment Status | Value Appealed | Appeal/Request Type                         | Recommendation |
|--------|---|---|--|----------------|---|----------------|
| 17803  | BROWN, STEPHEN<br>COMPTON, JAMES<br>1010 SCHIEFFELIN RD<br>APEX NC 27502-1700 | TRUSTEE<br>TRUSTEE<br>0 CENTER ST<br>APEX | 0000012287 2021<br>Not Paid            | \$198,632      | Exemption<br>Religious Purpose<br>105-278.3 | Granted        |

**This List Requires Board Action**

Tax Committee Members: Natasha Baldwin, City Of Raleigh  
Kim Lorbacher, Wake County Finance  
Jessica Murphy-Rhem, Town Of Cary

M. Kinrade

Marcus Kinrade, Tax Administrator

## Board Report

Return

Date : 11/01/2021

Approved By : Kim Rabacher

TO : WAKE COUNTY BOARD OF COMMISSIONERS

RE: CONSIDERATION OF REFUND FOR TAXES, INTEREST AND PENALTIES FOR APEX

| No. | Name of Tax Payer   | Account Number                 | Tax and Penalties       | Total Rebate     | Total Refund | Request Status  |
|-----|---|--------------------------------|-------------------------|------------------|--------------|-----------------|
| 1   | RAGO, LORRAINE<br>431 EYAM HALL LN<br>APEX NC, 27502 - 4758 | 0000327590- 2021- 2021- 000000 | City<br>County          | 404.18<br>621.81 | 1,025.99     | 1,025.99 Refund |
|     | Marcus D. Kinrade   |                                | Total City<br>Rebated   | 404.18           |              |                 |
|     | Wake County Tax Administrator                               |                                | Total County<br>Rebated | 621.81           |              |                 |
|     |   |                                | Total<br>Rebate/Refund  | 1,025.99         | 1,025.99     |                 |

CC:

\*Refund amount may differ from rebated total due to released interest or application of payment to any balance due on the account.

Print

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**Wake County Tax Administration****Rebate Details**

09/01/2021 - 09/30/2021

**APEX**

DATE

10/03/2021

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| REBATE<br>NUMBER                                     | PROPERTY  | CITY<br>TAG | LATE<br>LIST | BILLED<br>INTEREST | TOTAL<br>REBATED | PROCESS<br>DATE | ACCOUNT<br>NUMBER  | TAX<br>YEAR | YEAR<br>FOR | BILLING<br>TYPE | OWNER                                 |
|--|-----------|-------------|--------------|--------------------|------------------|-----------------|--------------------|-------------|-------------|-----------------|---------------------------------------|
| BUSINESS ACCOUNTS                                    |           |             |              |                    |                  |                 |                    |             |             |                 |                                       |
| 795703   | 81.39     | 0.00        | 0.00         | 0.00               | 81.39            | 09/15/2021      | 0005005790         | 2021        | 2021        | 006000          | COCA COLA COMPANY                     |
| 795240   | 0.00      | 0.00        | 210.39       | 0.00               | 210.39           | 09/09/2021      | 0006826134         | 2021        | 2021        | 000000          | EVERLONG INC                          |
| 795239   | 0.00      | 0.00        | 80.24        | 0.00               | 80.24            | 09/09/2021      | 0006816893         | 2021        | 2021        | 000000          | CHIPOTLE MEXICAN GRILL OF<br>COLORADO |
| 794635   | 408.90    | 0.00        | 40.89        | 0.00               | 449.79           | 09/07/2021      | 0006830985         | 2020        | 2020        | 000000          | GREEN BEAN BATTERY                    |
| 795202   | 10.02     | 0.00        | 0.00         | 0.00               | 10.02            | 09/09/2021      | 0006821489         | 2021        | 2021        | 006000          | LOOMIS ARMORED US LLC                 |
| 795735   | 2.38      | 0.00        | 0.00         | 0.00               | 2.38             | 09/15/2021      | 0006824535         | 2021        | 2021        | 006000          | EVOQUA WATER<br>TECHNOLOGIES LLC      |
| SUBTOTALS FOR<br>BUSINESS<br>ACCOUNTS                | 502.69    | 0.00        | 331.52       | 0.00               | 834.21           | 6               | Properties Rebated |             |             |                 |                                       |
| BUSINESS REAL<br>ESTATE ACCOUNTS                     |           |             |              |                    |                  |                 |                    |             |             |                 |                                       |
| 796474   | 12,129.01 | 0.00        | 0.00         | 0.00               | 12,129.01        | 09/24/2021      | 0000444378         | 2021        | 2021        | 000000          | PEAKWAY CAPITAL LLC                   |
| 794858   | 393.03    | 0.00        | 0.00         | 0.00               | 393.03           | 09/03/2021      | 0000359170         | 2021        | 2021        | 000000          | LIDL US OPERATIONS LLC                |
| SUBTOTALS FOR<br>BUSINESS REAL<br>ESTATE<br>ACCOUNTS | 12,522.04 | 0.00        | 0.00         | 0.00               | 12,522.04        | 2               | Properties Rebated |             |             |                 |                                       |
| INDIVIDUAL<br>PROPERTY ACCOUNTS                      |           |             |              |                    |                  |                 |                    |             |             |                 |                                       |
| 794745   | 92.51     | 30.00       | 0.00         | 0.00               | 122.51           | 09/02/2021      | 0006942309         | 2021        | 2020        | 000000          | COLVARD, SARAH WILSON                 |
| 794622   | 1,622.19  | 270.00      | 0.00         | 0.00               | 1,892.19         | 09/01/2021      | 0006795036         | 2021        | 2021        | 000000          | PENSKE TRUCK LEASING LP               |



**Wake County Tax Administration****Rebate Details**

09/01/2021 - 09/30/2021

**APEX**

DATE

10/03/2021

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| REBATE<br>NUMBER                                       | PROPERTY | CITY<br>TAG | LATE<br>LIST | BILLED<br>INTEREST | TOTAL<br>REBATED | PROCESS<br>DATE | ACCOUNT<br>NUMBER | TAX<br>YEAR | YEAR<br>FOR | BILLING<br>TYPE | OWNER                   |
|--|----------|-------------|--------------|--------------------|------------------|-----------------|-------------------|-------------|-------------|-----------------|-------------------------|
| INDIVIDUAL<br>PROPERTY ACCOUNTS                        |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| 794610   | 56.92    | 30.00       | 0.00         | 0.00               | 86.92            | 09/01/2021      | 0006943639        | 2021        | 2020        | 000000          | BRADLEY, JENNIFER RENEE |
| 794611   | 264.40   | 30.00       | 0.00         | 0.00               | 294.40           | 09/01/2021      | 0006942635        | 2021        | 2020        | 000000          | BRADLEY, JENNIFER RENEE |
| 795869   | 10.36    | 0.00        | 0.00         | 0.00               | 10.36            | 09/16/2021      | 0006795036        | 2021        | 2021        | 000050          | PENSKE TRUCK LEASING LP |
| SUBTOTALS FOR<br>INDIVIDUAL<br>PROPERTY<br>ACCOUNTS    |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| 2,046.38360.000.000.002,406.385Properties Rebated      |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| INDIVIDUAL REAL<br>ESTATE ACCOUNTS                     |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| 795729   | 404.18   | 0.00        | 0.00         | 0.00               | 404.18           | 09/15/2021      | 0000327590        | 2021        | 2021        | 000000          | RAGO, LORRAINE          |
| 795371   | 111.10   | 0.00        | 0.00         | 0.00               | 111.10           | 09/10/2021      | 0000445952        | 2021        | 2021        | 000000          | KUMAR, UMESH TRUSTEE    |
| 795372   | 254.27   | 0.00        | 0.00         | 0.00               | 254.27           | 09/10/2021      | 0000431048        | 2021        | 2021        | 000000          | ROSSELLE, RICHARD       |
| SUBTOTALS FOR<br>INDIVIDUAL<br>REAL ESTATE<br>ACCOUNTS |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| 769.550.000.000.00769.553Properties Rebated            |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| WILDLIFE BOAT<br>ACCOUNTS                              |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| 795211   | 16.45    | 0.00        | 0.00         | 0.00               | 16.45            | 09/09/2021      | 0004192621        | 2021        | 2021        | 000000          | JNAH, ERIC              |
| SUBTOTALS FOR<br>WILDLIFE BOAT<br>ACCOUNTS             |          |             |              |                    |                  |                 |                   |             |             |                 |                         |
| 16.450.000.000.0016.451Properties Rebated              |          |             |              |                    |                  |                 |                   |             |             |                 |                         |



# Wake County Tax Administration

Rebate Details  
09/01/2021 - 09/30/2021

DATE  
10/03/2021

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## APEX

| REBATE<br>NUMBER             | PROPERTY  | CITY<br>TAG | LATE<br>LIST | BILLED<br>INTEREST | TOTAL<br>REBATED | PROCESS<br>DATE | ACCOUNT<br>NUMBER           | TAX<br>YEAR | BILLING<br>FOR | OWNER<br>TYPE |
|------------------------------|-----------|-------------|--------------|--------------------|------------------|-----------------|-----------------------------|-------------|----------------|---------------|
| TOTAL<br>REBATED<br>FOR APEX | 15,857.11 | 360.00      | 331.52       | 0.00               | 16,548.63        | 17              | Properties Rebated for City |             |                |               |

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Donna Hosch, Town Clerk

Department(s): Office of the Town Clerk

### Requested Motion

Motion to ratify Resolution No. 21-1101-21 of the Apex Town Council to Name a Portion of the Senior Center in honor of Mayor Pro Tem Nicole L. Dozier

### Approval Recommended?

Yes

### Item Details

This Resolution was presented at the ribbon cutting of the Senior Center on November 1, 2021. This action will ratify that on November 1, 2021 Council was in agreement with this action.

### Attachments

- Resolution No. 21-1101-21







RESOLUTION NO. 21-1101-21

RESOLUTION OF THE APEX TOWN COUNCIL TO NAME A PORTION OF  
THE SENIOR CENTER IN HONOR OF MAYOR PRO TEM NICOLE L. DOZIER

WHEREAS, Ms. Dozier's commitment to the residents of Apex led to the Town of Apex building a \$15 million Senior Center which encompasses 29,475 square feet of program, activity, and support space; and

WHEREAS, to support senior residents, the Senior Center consists of multi-purpose rooms, classrooms, and activity areas for programs; exercise rooms; an arts and crafts room with kiln; a reception area; office space for outside agency consultation and programs; a catering kitchen; and informal activity space; and

WHEREAS, Ms. Dozier's professional background in healthcare has given voice, clarity, and understanding to the need for initiatives that are crucial to perpetuate the physical and mental states of being, particularly in our senior community; and

WHEREAS, Ms. Dozier's response to Apex's elderly population will ensure that our Town's residents will have the opportunity to enjoy the benefits of physical and creative activities to enhance the quality of their lives, and in sending the message that Apex includes them in our wishes to be healthy, happy, and contributory members in our community.

NOW, THEREFORE, be it resolved that in recognition of Nicole L. Dozier's dedication to service and her visionary contributions to the Town of Apex and to the community at large, the Town Council of the Town of Apex does hereby name the lounge area of the Apex Senior Center in the name of Nicole L. Dozier.

This the first day of November 2021.

---

Jacques K. Gilbert, Mayor

ATTEST:

---

Donna B. Hosch, MMC, NCCMC  
Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Keith McGee, Fire Chief

Department(s): Fire

### Requested Motion

Motion to approve a three-year extension with the Fire Department's records management system vendor, EPR Systems USA, Inc. and authorize the Town Manager to sign.

### Approval Recommended?

Yes

### Item Details

This three-year price quote will enable the fire department to continue to utilize the Fireworks records management system that has been utilized since 2019. This platform houses our incident reporting, pre-plans, fire inspections, inventory and maintenance records. The three year quote locks in our pricing for the next three years.

### Attachments

- EPR Systems Quote# 2021-112A-



**EPR Systems USA Inc.**  
*We do IT all*

1016 LaSalle Street  
Jacksonville, FL 32207  
Phone: 941-209-4357  
Bill To: Apex Fire Dept  
Name: Chief Keith McGee



**DATE:** January 12, 2021  
**Quotation #:** 2021-112A-  
**Customer ID:** Apex Fire Dept

**Quotation valid until:** February 11, 2021  
**Prepared by:** Avi Wach

**Comments or special instructions:**

FireWorks Modules

| Description                       | Included                            | Year 1           | Year 2           | Year 3           |
|-----------------------------------|-------------------------------------|------------------|------------------|------------------|
| NFIRS 5.0 Incident Reporting      | <input checked="" type="checkbox"/> | \$ 4,220         | \$ 4,431         | \$ 4,653         |
| Inspections & Property Management | <input checked="" type="checkbox"/> | \$ 7,200         | \$ 7,560         | \$ 7,938         |
| Investigations                    | <input checked="" type="checkbox"/> | \$ 563           | \$ 591           | \$ 621           |
| Preplan                           | <input checked="" type="checkbox"/> | \$ 2,378         | \$ 2,496         | \$ 2,621         |
| Inventory & Maintenance           | <input checked="" type="checkbox"/> | \$ 1,500         | \$ 1,575         | \$ 1,654         |
| Analytics [BI] Reporting Tool     | <input checked="" type="checkbox"/> | \$ 2,100         | \$ 2,205         | \$ 2,315         |
| CAD interface                     | <input checked="" type="checkbox"/> | \$ 1,200         | \$ 1,260         | \$ 1,323         |
| Cloud licensing - Unlimited users |                                     | \$ 3,500         | \$ 3,675         | \$ 3,859         |
| <b>Annual Cost</b>                |                                     | <b>\$ 22,660</b> | <b>\$ 23,793</b> | <b>\$ 24,984</b> |

Payable via credit card, with a 3% price increase

**Accepted by:**  
Apex Fire Dept

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature



# tro | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Laurie Hohe, Town Attorney

Department(s): Legal

### Requested Motion

Introduction to ordinance amendment to comply with Senate Bill 300.

### Approval Recommended?

### Item Details

Prior to December 1, 2021, state law provided that a violation of a town ordinance is a misdemeanor unless the town council provides otherwise. Part of SL 2021-138 provides that, effective December 1, 2021, a violation of a town ordinance may be a misdemeanor as provided by GS 14-4 only if the Town specifies such in the ordinance. SL 2021-138 further provides that the council may not adopt the ordinance specifying a criminal penalty on the date it is introduced. The proposed amendments to the ordinance are policy neutral. The Apex Town Council will consider an ordinance amendment to specify criminal penalties to the following sections of the Apex Town Code of Ordinances at the November 23, 2021 Town Council meeting:

- Chapter 2
- Chapter 4
- Chapter 5
- Chapter 6
- Chapter 7
- Chapter 9
- Chapter 10
- Chapter 12
- Chapter 13
- Chapter 14
- Chapter 15
- Chapter 18
- Chapter 20

## Attachments

- N/A



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CONSENT AGENDA

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Steve Adams, Easement Acquisition Specialist

Department(s): Administration

### Requested Motion

Motion to approve abandonment of a portion of a public utility easement on PIN 0742-46-6928 Bovestments LLC

### Approval Recommended?

Yes

### Item Details

As part of a remodeling and expansion project the owners of Bovestments LLC requested a realignment of the sewer easement on their property dedicated in the 2019 map page 1330-31.

The new alignment serves the same purpose

All departments impacted by this realignment have approved this new easement area.

### Attachments

- Proposed final plat for Bovestments LLC
- Resolution of abandonment





## RESOLUTION NO. 21-1109-24

### **A Resolution to Abandon Portions of an Existing Public Sanitary Sewer Easement**

WHEREAS, Bovestments, LLC is the Owner of a certain tract of land in or near the Town of Apex which is described in the deed recorded in Deed Book 16547, Page 1437, Wake County Registry (the “**Subject Property**”);

WHEREAS, public sanitary sewer easement interests across the Subject Property were conveyed to the Town by an instrument recorded in Book of Maps 2019, Pages 1330 & 1331, Wake County Registry;

WHEREAS, Bovestments, LLC requested that the Town abandon the public sanitary sewer easement interests in that certain area of land designated as "AREA C OF EXISTING VARIABLE WIDTH TOWN OF APEX PUBLIC SANITARY SEWER EASEMENT CONTAINING 0.2825 ACRES ~ 12, 304 SF. (HATCHED AREA)," (herein after “**Area C**”) on the Easement Plat for Bovestments, LLC and Northside Acquisition, LLC by Smith & Smith Surveyors, P.A. and attached hereto as **Exhibit A**;

WHEREAS, Area C is more particularly described as:

Lying and being in the Town of Apex, White Oak Township, Wake County, North Carolina and described more fully as follows to wit:

BEGINNING at an existing 12” metal spike being a southern corner of “Variable Width Town of Apex Public Sewer Easement” (B.M. 2019, PG. 1331) where L181 ends and L182 begins, also located South 45° 20’ 07” West, 952.77 feet from an existing concrete R/W monument “A” bearing NAD 83 (2011) coordinate values of North 727,549.60 feet, East 2,045,075.54 feet (B.M. 2018, PG. 8); thence North 66° 03’ 47” East, 22.24 feet to a 12” metal spike set; thence North 03° 43’ 41” West, 53.28 feet to a point; thence North 66° 03’ 47” East, 4.05 feet to an existing 12” metal spike; thence South 30° 20’ 57” East, 63.32 feet to an existing 12” metal spike; thence North 59° 39’ 03” East, 174.97 feet to a point; thence North 88° 21’ 11” East, 83.29 feet to a point; thence South 59° 39’ 03” West, 248.03 feet to an existing 12” metal spike; thence South 30° 20’ 57” East, 5.00 feet to an existing 12” metal spike; thence South 59° 39’ 03” West, 50.00 feet to a 12” metal spike; thence North 30° 20’ 57” West, 63.62 feet to the BEGINNING, being all of Area “C” (hatched) containing 0.2825 total acres more or less (12,304 square feet more or less) being a portion of an existing “Existing Variable Width Town of Apex Public Sewer Easement” as shown on a map prepared by Smith & Smith

Surveyors, P.A. entitled “Easement Plat for Bovestments, LLC and Northside Acquisition, LLC”, dated October 1, 2021.

WHEREAS, all existing sewer line facilities within the Area C to be abandoned have been removed or relocated;

WHEREAS, the Bovestments intends to dedicate a “New Variable Width Town of Apex Sanitary Sewer Easement “B” 0.6512 Acre ~ 28, 366 SF (SHADED)” as shown on Exhibit A. (**“New Easement Area B”**).

WHEREAS, Northside Acquisition, LLC is the Owner of a certain tract of land in or near the Town of Apex which is described in the deed recorded in Deed Book 16547, Page 1429, Wake County Registry.

WHEREAS, the Northside Acquisition, LLC intends to dedicate a “New Variable Width Town of Apex Sanitary Sewer Easement “A” 0.0144 Acre ~ 629 SF (SHADED)” as shown on Exhibit A. (**“New Easement Area A”**).

WHEREAS, upon dedication of a New Easement Area “A” & New Easement Area “B,” the Town no longer has any need of Area C and it has no market value;

WHEREAS, the Town Council considers it advisable to abandon the Area C.

NOW, THEREFORE, BE IT RESOLVED by the Town Council as follows:

- (1) The Town Council hereby approves the abandonment of the portion of existing variable width Town of Apex public sanitary sewer easement Area C as more particularly described above and containing 0.2825 acres ~ 12, 304 sf. (hatched area) as shown on Exhibit A.
- (2) This abandonment shall be effective upon, and only upon, the recording of the Easement Plat attached as Exhibit A at the Wake County Register of Deeds and dedicating to the Town of Apex the New Easement Area “A” & New Easement Area “B” referenced on Exhibit A.

Upon motion duly made by Council Member \_\_\_\_\_, and duly seconded by Council Member \_\_\_\_\_, the above Resolution was duly adopted by the Apex Town Council at the meeting held on the \_\_\_\_ day of November 2021, in the Town Hall.

Upon call for a vote the following Council Members voted in the affirmative:

\_\_\_\_\_  
\_\_\_\_\_

and the following Council Members voted in the negative:

---

---

This the \_\_\_\_ day of November, 2021.

TOWN OF APEX

---

Jacques K. Gilbert, Mayor

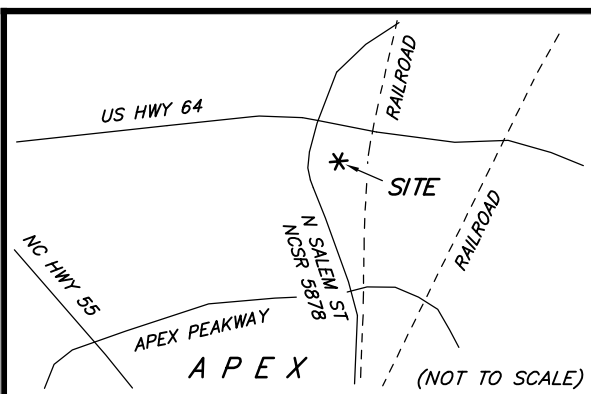
ATTEST:

---

Donna B. Hosch, MMC, Town Clerk

Toa\Bovestments, LLC Public Sanitary Sewer Easement Abandonemnt (2021-035)\resolution abandon public sanitary sewer easement





### VICINITY MAP

I, STALEY C. SMITH, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AS RECORDED IN:  
DEED BOOK 16547, PAGE 1437  
DEED BOOK 16547, PAGE 1429  
B.M. 2016, PG. 1557  
B.M. 2019, PG. 1117  
B.M. 2019, PGS. 1330 & 1331

THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND WERE PLOTTED FROM INFORMATION AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED WAS 1: +10,000 AND THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56 .1600) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

THAT THIS SURVEY SHOWN HEREON IS OF ANOTHER CATEGORY, SUCH AS A RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 7TH DAY OF OCTOBER, 2021.

## PRELIMINARY

THIS IS A PRELIMINARY DRAWING AND IS NOT TO BE USED AS A SURVEY OR TO TRANSFER ANY PROPERTY SHOWN HEREON.

Professional Land Surveyor  
L-3766  
License Number

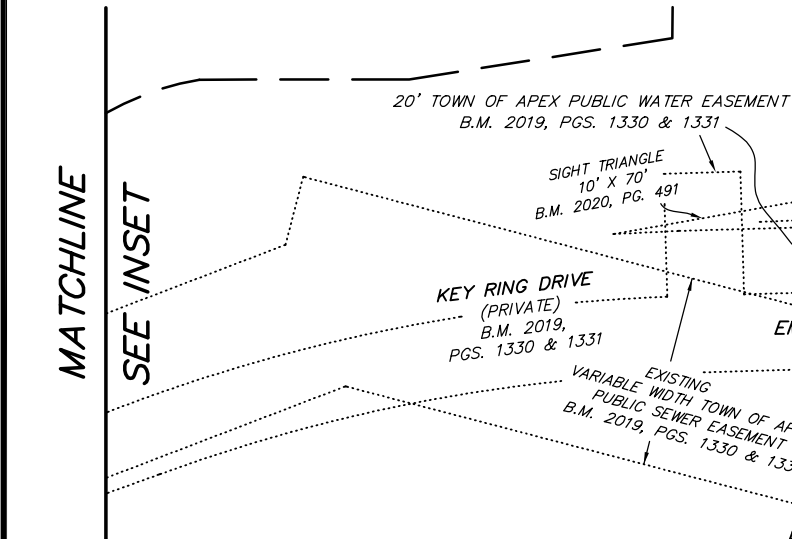
I, \_\_\_\_\_, Review Officer of Wake County, certify that this Plat meets all statutory requirements for recording.

Date \_\_\_\_\_ Review Officer \_\_\_\_\_

APPROVAL EXPIRES IF NOT RECORDED ON OR BEFORE

### MIDDLE GROUND ACQUISITION, LLC

D.B. 16547, PG. 1441  
B.M. 2019, PG. 1117 ~ PARCEL B  
ZONE PC-CZ  
RESIDENTIAL



RECORDED IN BOOK OF MAPS 2021, PAGE \_\_\_\_\_

I HEREBY CERTIFY THAT ALL STREETS, UTILITIES AND OTHER REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO TOWN SPECIFICATION AND STANDARDS OR THAT GUARANTEES OF THE INSTALLATION OF THE REQUIRED IMPROVEMENTS IN AN AMOUNT AND MANNER SATISFACTORY TO THE TOWN OF APEX HAS BEEN RECEIVED.

1510 NORTH SALEM ST, LLC  
D.B. 16467, PG. 847  
B.M. 2001, PG. 257  
ZONE B1-CU  
OFFICE / BUSINESS

DATE \_\_\_\_\_ SUBDIVISION ADMINISTRATOR \_\_\_\_\_  
DATE \_\_\_\_\_ WATER RESOURCES DIRECTOR \_\_\_\_\_

DATE \_\_\_\_\_ DATE \_\_\_\_\_

### ZONE B1-CZ

30' PRIVATE ACCESS & UTILITY EASEMENT  
B.M. 2001, PG. 257  
5' TOWN OF APEX FORCE MAIN SEWER EASEMENT  
D.B. 12234, PG. 778  
N 01°45'25" W 10.37'  
N 01°45'25" W 298.32' TOTAL  
B.M. 2016, PG. 1557 ~ PARCEL 1  
ZONE PC-CZ  
RESIDENTIAL  
1506' N SALEM ST

278.68' N 01°45'25" W  
B.M. 2016, PG. 1557 ~ PARCEL 1  
ZONE PC-CZ  
RESIDENTIAL  
1506' N SALEM ST

40' TYPE 'A' BUFFER  
B.M. 2020, PG. 491  
NORTHIDE ACQUISITION, LLC  
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### SURVEYOR NOTES:

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ALL EASEMENTS OF RECORD AFFECTING THE SAME.
2. NO TITLE SEARCH HAS BEEN PERFORMED BY THIS FIRM DURING THE COURSE OF THIS SURVEY.
3. THIS SURVEYOR DOES NOT CERTIFY TO THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITIES, BURIAL GROUNDS, OR ANY SUBSURFACE FEATURES THAT MAY OR MAY NOT BE PRESENT ON THIS SITE.
4. ALL DISTANCES ARE HORIZONTAL U.S. SURVEY FEET GROUND MEASUREMENTS.
5. AREA DETERMINED USING COORDINATE METHOD.
6. THIS SITE IS NOT WITHIN A 100-YR. FLOOD PLAIN PER FEMA FIRM NO. 3720074200J WITH AN EFFECTIVE DATE OF MAY 2, 2006.

### TOWN OF APEX NOTES:

7. SITE ADDRESS: 1506 N SALEM ST  
APEX, NC 27502
8. ANNEXATION No. 655 ~ B.M. 2019, PG. 688
9. THE SUBJECT PROPERTY IS LOCATED IN THE TOWN OF APEX PRIMARY WATERSHED PROTECTION OVERLAY AREA.
10. CURRENT PROPERTY ZONING: LI (LIGHT INDUSTRIAL) & PC-CZ (PLANNED COMMERCIAL-CONDITIONAL ZONING) SEE ZONING CASE#18C210
11. Where Town of Apex public utilities are installed within easements crossing private property, the Town's Water Resources Department, Public Works and Transportation Department, and Electric Utilities Department shall have the right to enter upon the easement for purposes of inspecting, repairing, or replacing the sewer main and appurtenances. Where paved private streets, driveways, parking lots, etc. have been installed over public sewer mains, the Town of Apex shall not be responsible for the repair or replacement of pavement, curbing, etc. which must be removed to facilitate repairs. The Water Resources Department, Public Works and Transportation Department, and Electric Utilities Department shall excavate as necessary to make the repair and shall backfill the disturbed area to approximately the original grade. Replacement of privately owned pavement, curbing, walkways, etc. shall be the responsibility of the property owner and/or Homeowner's Association.
12. All off-site easements shall be acquired by the developer and these off-site easements shall be recorded by a deed of easement prior to utility infrastructure construction approval. These easements shall be dedicated to the Town of Apex and labeled "Town of Apex Public Utility Easement".
13. No person shall place any part of a structure, any permanent equipment, or impoundment upon the Town of Apex Public Utility Easements. Prohibited structures include, but are not limited to: buildings, houses, air conditioning units, heat pump units, storage/tool sheds, swimming pools, walls, retaining wall mechanisms/apurtenances, decks, garages, and fences. Upon prior written approval by the Water Resources Department, Public Works and Transportation Department, or Electric Utilities Department, as appropriate, fences may be permitted across easements provided that an access gate is installed for the full width of the easement.
14. No person shall plant trees, shrubs, or other plants within a Town of Apex Public Utility Easement without prior written approval from the Water Resources Department, Public Works and Transportation Department, or Electric Utilities Department, as appropriate.
15. Contact the Planning Department to get a copy of the zoning conditions

NEW VARIABLE WIDTH  
TOWN OF APEX PUBLIC SANITARY  
SEWER EASEMENT "A"  
0.0144 ACRE ~ 629 SF.  
(SHADED)

| LINE | BEARING       | DISTANCE | LINE | BEARING       | DISTANCE |
|------|---------------|----------|------|---------------|----------|
| L1   | N 49°37'14" W | 12.28'   | L16  | N 38°07'00" W | 51.57'   |
| L2   | N 40°22'46" E | 30.00'   | L17  | N 03°43'41" W | 100.30'  |
| L3   | S 49°37'14" E | 14.61'   | L18  | N 88°21'11" E | 11.27'   |
| L4   | S 49°37'14" E | 74.88'   | L19  | N 00°50'56" W | 118.34'  |
| L5   | S 00°50'56" E | 131.53'  | L20  | N 49°37'14" W | 63.60'   |
| L6   | N 88°21'11" E | 337.03'  | L21  | N 72°51'28" E | 98.37'   |
| L7   | S 01°38'49" E | 1.72'    | L22  | N 72°51'28" E | 104.16'  |
| L8   | S 01°38'49" E | 31.13'   | L23  | S 66°03'47" W | 97.50'   |
| L9   | S 01°38'49" E | 17.15'   | L24  | S 66°03'47" W | 67.37'   |
| L10  | S 88°21'11" W | 54.45'   | L25  | N 66°03'47" E | 4.05'    |
| L11  | S 88°21'11" W | 83.29'   | L26  | S 30°20'57" E | 63.32'   |
| L12  | S 88°21'11" W | 188.72'  | L27  | N 59°39'03" E | 174.97'  |
| L13  | S 03°43'41" E | 30.05'   | L28  | S 59°39'03" W | 248.03'  |
| L14  | S 03°43'41" E | 53.28'   | L29  | S 30°20'57" E | 5.00'    |
| L15  | S 66°03'47" W | 22.24'   | L30  | S 59°39'03" W | 50.00'   |
|      |               |          | L31  | N 30°20'57" W | 63.62'   |

### Legend

- EIP - Existing Iron Pipe
- ETS - Existing Iron Stake
- EMS - Existing 12" Metal Spike or Magnetic Nail
- MSS - 12" Metal Spike or Magnetic Nail Set
- R/W - Right Of Way
- RCA - Resource Conservation Area
- SCM - Stormwater Control Measure
- 1200 - Site Address (Typical)
- Surveyed Line
- Surveyed Line
- Line Not Surveyed
- Approximate Right Of Way Line (not surveyed)
- Other Line (not surveyed)
- Existing Easement Line (not surveyed)

I, STALEY C. SMITH, a Notary Public of the County of WAKE, State of North Carolina hereby certify that

GLENN ALLEN BOYD, JR., ASSISTANT MANAGER

personally appeared before me this day and under oath acknowledged that the above form was executed by him/her.

Witness my hand and seal this day of OCTOBER, 2021

Notary My Commission Expires: 10/6/2026

Notary My Commission Expires: 10/6/2026

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U.S. HIGHWAY 64  
R/W WIDTH VARIES

STATE HIGHWAY PROJECT 8.1481601  
D.B. 1669, PG. 129  
(RIGHT OF WAY AREA A)

OTHER SIDE OF THE TRACTS, LLC  
D.B. 16547, PG. 1433  
B.M. 2016, PG. 1557 ~ PARCEL 2  
ZONE LI  
VACANT

I hereby certify that I am the owner of the property shown and described herein, and all sheets related hereto, which is located in the subdivision jurisdiction of the Town of Apex, and that I hereby adopt this easement or right-of-way dedication plat with my free consent, and as applicable, certify that this plan complies with building setback lines established by the Town of Apex Unified Development Ordinance and dedicate all streets, alleys, walks, parks and other sites and easements to public or private use as noted, and will maintain the same to the standards set forth by the Town of Apex Unified Development Ordinance until the Town or Homeowners Association takes over responsibility. Furthermore, I hereby dedicate all electrical systems which are located within the municipal electric service area, sewer and water lines to the Town of Apex.

SPECIFICALLY AS TO PUBLIC SANITARY SEWER EASEMENT "B" AS SHOWN HEREON

Date \_\_\_\_\_ BOVESTMENTS, LLC

SPECIFICALLY AS TO PUBLIC SANITARY SEWER EASEMENT "A" AS SHOWN HEREON

Date \_\_\_\_\_ NORTHIDE ACQUISITION, LLC

I, STALEY C. SMITH, a Notary Public of the County of WAKE, State of North Carolina hereby certify that

GLENN ALLEN BOYD, JR., ASSISTANT MANAGER

personally appeared before me this day and under oath acknowledged that the above form was executed by him/her.

Witness my hand and seal this day of OCTOBER, 2021

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# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: November 9, 2021

## Item Details

Presenter(s): Jenna Shouse, Senior Long Range Planner

Department(s): Planning and Community Development

### Requested Motion

Public hearing and possible motion to amend the Bicycle and Pedestrian System Plan map to remove Proposed Paved Shoulder along Holt Road, add Proposed Side Path along a section of Holt Road, and change the on-road bicycle facility type to Proposed Bike Lanes along Holland Road and Friendship Road.

### Approval Recommended?

Planning and Community Development Department staff recommend approval of the proposed amendments.

Planning and Community Development Department staff will present these items to the Planning Board at their November 8, 2021 meeting. The Planning Board's recommendation will be presented by staff at the Town Council meeting.

### Item Details

The purpose of this hearing is to consider changes to the bicycle and pedestrian network to align the planned bicycle facilities with the planned roadway classification as shown on the Thoroughfare and Collector Street Plan map. The proposed amendments were designed to align with planned bicycle facilities in neighboring jurisdictions.

### Attachments

- Staff Report



# STAFF REPORT

## Transportation Plan Amendments

November 9, 2021 Town Council Meeting



The purpose of the public hearing is to consider the facts in order to formulate a decision. The Bicycle and Pedestrian System Plan map represents a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth, connectivity, and recreation. The Plan does not require a schedule for implementation nor does it set aside funding for improvements. Instead, it helps the Town establish long term priorities and identify requirements for new development. The Plan was last amended on October 12, 2021.

The purpose of the public hearing is to consider the following proposed amendments to the Bicycle and Pedestrian System Plan map:

1. Remove Proposed Paved Shoulder from Holt Road (See Figure 1).
2. Add Proposed Side Path along Holt Road from Phillips Branch Street to Hasbrouck Drive (See Figure 1).
3. Remove Proposed Paved Shoulder along Holland Road and Friendship Road (See Figure 3).
4. Add Proposed Bicycle Lane along Holland Road and Friendship Road (See Figure 3).

Maps of the proposed amendments to the Bicycle and Pedestrian System Plan map are displayed in Figure 1 and Figure 3.

### Proposed Amendments in the Vicinity of Holt Road

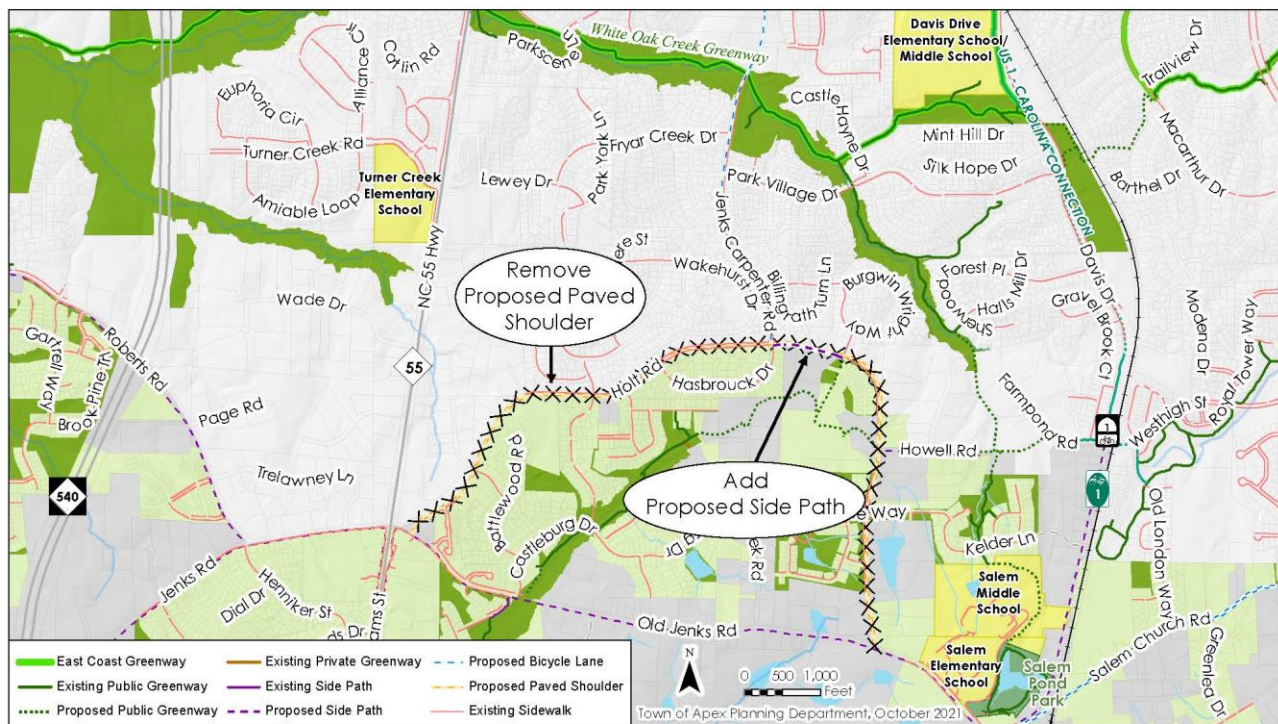


Figure 1. Proposed Bicycle and Pedestrian System Plan Map Amendments along Holt Road

Holt Road is designated as a 3-Lane, Widening Thoroughfare on the Town of Apex Thoroughfare and Collector Street Plan map. Holt Road is located within the Suburban context on the Context Areas map in *Advance Apex: The 2045 Comprehensive Transportation Plan*. Development that is proposed with frontage along roadways with these classifications is required to provide curb and gutter. The Bicycle and Pedestrian System Plan map currently includes Proposed Paved Shoulder along Holt Road. Paved Shoulder, as a bicycle facility, is typically





used along rural roadways with a shoulder and ditch cross-section. The Town's standard for a 3-Lane Thoroughfare in a suburban context with curb does not include a wide shoulder, so there is a conflict between our standard sections and the Bicycle and Pedestrian System Plan map where this is shown. The Town's typical cross-section for a 3-Lane Thoroughfare is displayed below in Figure 2.

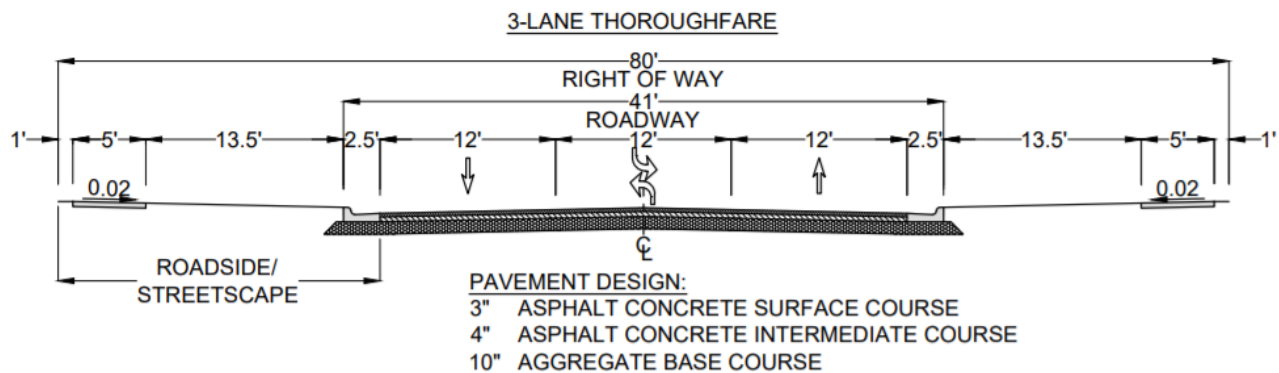


Figure 2. Town of Apex Street Typical Section 3-Lane Thoroughfare

Developments approved prior to the adoption of the Bicycle and Pedestrian System Plan map, as well as more recent developments along Holt Road, have installed curb consistent with the Town's standard, without the wide paved shoulder. Curb and gutter has now been set along much of the Apex side (south side) of Holt Road. Similarly, the Town of Cary has no plans for on-road bicycle facilities within their jurisdiction, along the north side of Holt Road. Based on these factors, staff recommends the removal of the Paved Shoulder designation along Holt Road on the Bicycle and Pedestrian System Plan map.

Staff recommends the addition of Proposed Side Path on the Bicycle and Pedestrian System Plan map along the south side of Holt Road between Phillips Branch Street and Hasbrouck Drive to complete a bicycle and pedestrian connection from the North Beaver Creek Greenway to the White Oak Creek Greenway in the Town of Cary. A portion of the North Beaver Creek Greenway is in development as part of The Courtyards on Holt residential development. The Town of Cary has existing sidewalk along the east side of Jenks Carpenter Road from Holt Road to the White Oak Creek Greenway. The [Town of Cary Community Plan](#) includes Proposed Striped Bike Lanes along Jenks Carpenter Road. The proposed Side Path along Holt Road, in combination with the existing and proposed bicycle and pedestrian facilities along Jenks Carpenter Road in the Town of Cary, will complete a pedestrian and bicycle connection to the White Oak Creek Greenway. Further, this route will parallel the facility that would have been provided with paved shoulder along Holt Road.



### Proposed Amendments in the Vicinity of Holland Road and Friendship Road

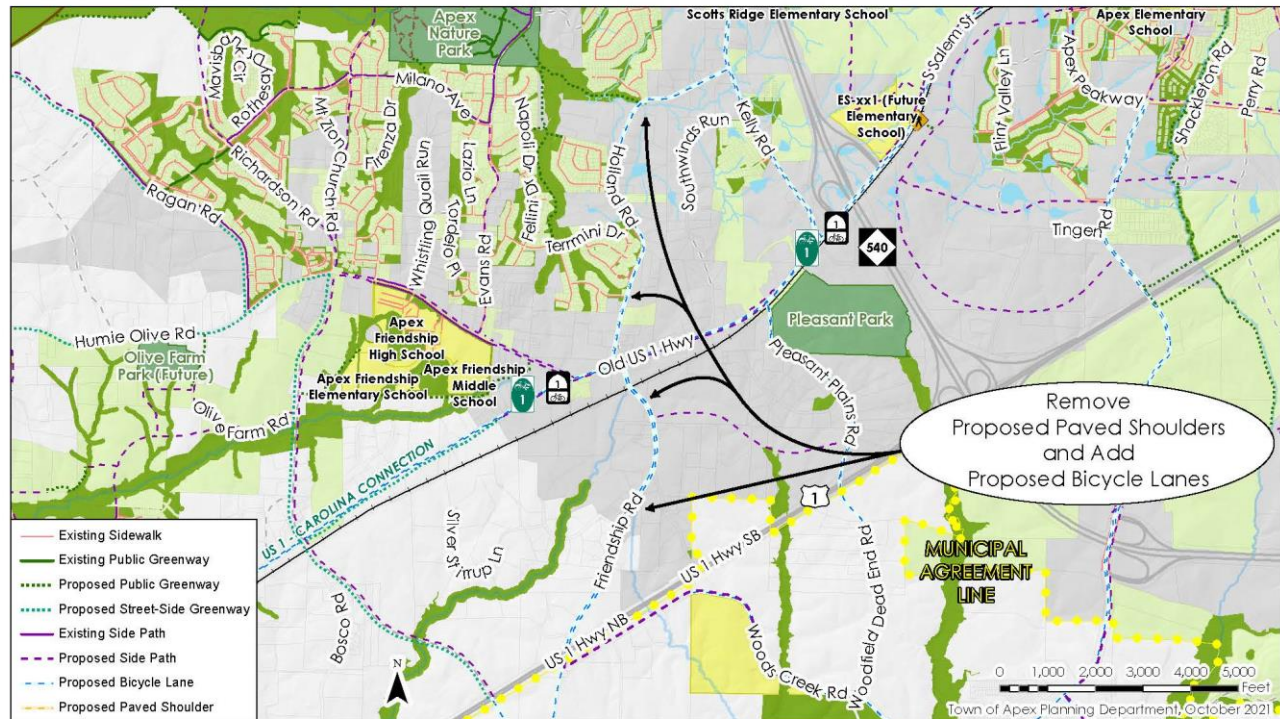


Figure 3. Proposed amendments to the Bicycle and Pedestrian System Plan map along Holland Road and Friendship Road

Holland Road is designated as a 3-Lane, Widening Thoroughfare and Friendship Road is designated as a 4-Lane with Median, Widening Thoroughfare on the Thoroughfare and Collector Street Plan map. Both Holland Road and Friendship Road are located within the Suburban context on the Context Areas map in *Advance Apex: The 2045 Comprehensive Transportation Plan*. Similarly to Holt Road, development that is proposed with frontage along roadways with these classifications in the Suburban context will be required to provide curb and gutter, so there is a conflict between the Town's standards and the Bicycle and Pedestrian System Plan map. Unlike Holt Road, curb has not been set along most of Holland Road and Friendship Road. There is an opportunity to upgrade the plans for bicycle facilities along these corridors in advance of future redevelopment and roadway widening. Bicycle lanes are proposed along these two roadways to accommodate bicycle travel.

The [Town of Holly Springs Comprehensive Transportation Plan](#) includes Bicycle Lanes along their section of Friendship Road. The proposed Bicycle Lanes along Friendship Road in Apex are consistent with the planned bicycle network in Holly Springs.

#### **Staff Recommendation:**

Planning and Community Development Department staff recommend approval of the proposed amendments.

Public Works and Transportation Department staff and Parks, Recreation, and Cultural Resources Department staff are supportive of the proposed amendments.

## STAFF REPORT

### Transportation Plan Amendments

November 9, 2021 Town Council Meeting



#### **Planning Board Recommendation:**

Planning and Community Development Department staff will present these items to the Planning Board at their November 8, 2021 meeting. The Planning Board's recommendation will be presented by staff at the Council meeting.



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: November 9, 2021

## Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning and Community Development

### Requested Motion

Public hearing and possible motion regarding amendments to the Transportation Plan in the vicinity of New Hill Holleman Road and future Richardson Road.

### Approval Recommended?

Planning staff recommends adoption of the proposed amendments.

The Planning Board will consider the proposed amendments at their November 8, 2021 meeting. Their recommendation will be presented at the November 9, 2021 Town Council meeting.

### Item Details

The amendments to the Thoroughfare and Collector Street Plan map include realigning and upgrading the future collector street between New Hill Holleman Road and Richardson Road, south of Old US 1 Highway.

The alignment changes are intended to plan for a four-way intersection at Church Road and New Hill Holleman Road. The upgrade from a Minor Collector street to a Major Collector street is consistent with the anticipated function of this future roadway.

### Attachments

- Staff report



# STAFF REPORT

## Transportation Plan Amendments

November 9, 2021 Town Council Meeting



The Thoroughfare and Collector Street Plan map (last amended September 28, 2021) represents a network of current and future facilities that provide guidance on what is likely to be suitable for long term growth and connectivity. The plan does not require a schedule for implementation nor does it set aside funding for improvements. The purpose of the public hearing is to consider proposed amendments to the network of planned thoroughfare and collector streets in order to formulate a decision.

The proposed amendments are related to the future collector street network between New Hill Holleman Road and future Richardson Road. The amendments would revise the planned roadway network as shown in Figure 1.

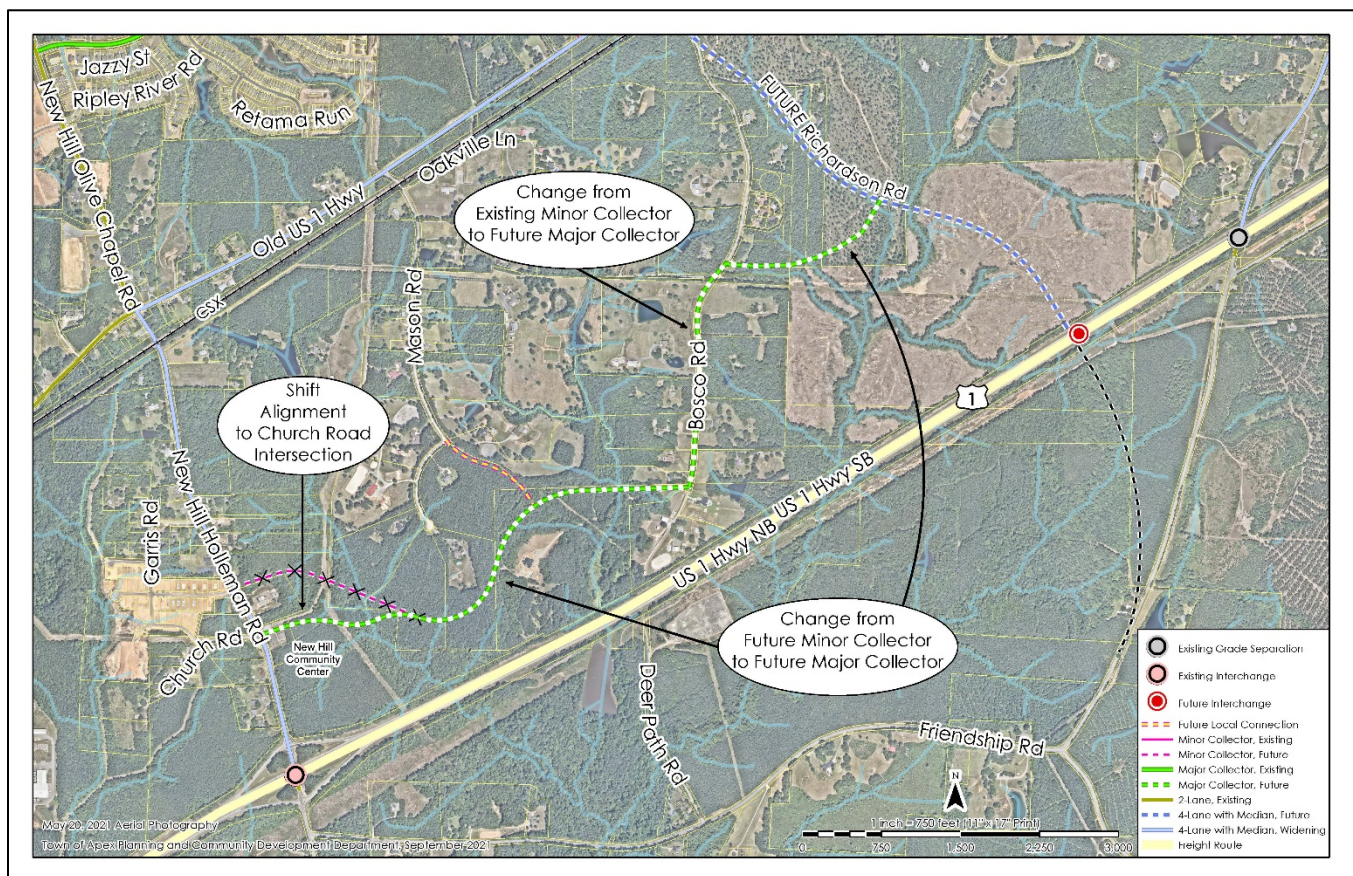


Figure 1. Proposed amendments to the Thoroughfare and Collector Street Plan map

The proposed realignment of the future collector street would allow for a future four-way intersection at Church Road and New Hill Holleman Road. This shift would also avoid crossing the Town of Cary Force Main Easement with the future collector street and would decrease stream impacts. The proposed alignment is closer to the New Hill Community Center and could impact some existing parking. The conceptual alignment at the New Hill Holleman Road intersection is shown in Figure 2. The figure also shows a concept for replacement of parking to the south. This is intended to demonstrate the possibility of mitigation of parking loss if the collector street is constructed as shown with the proposed amendment.



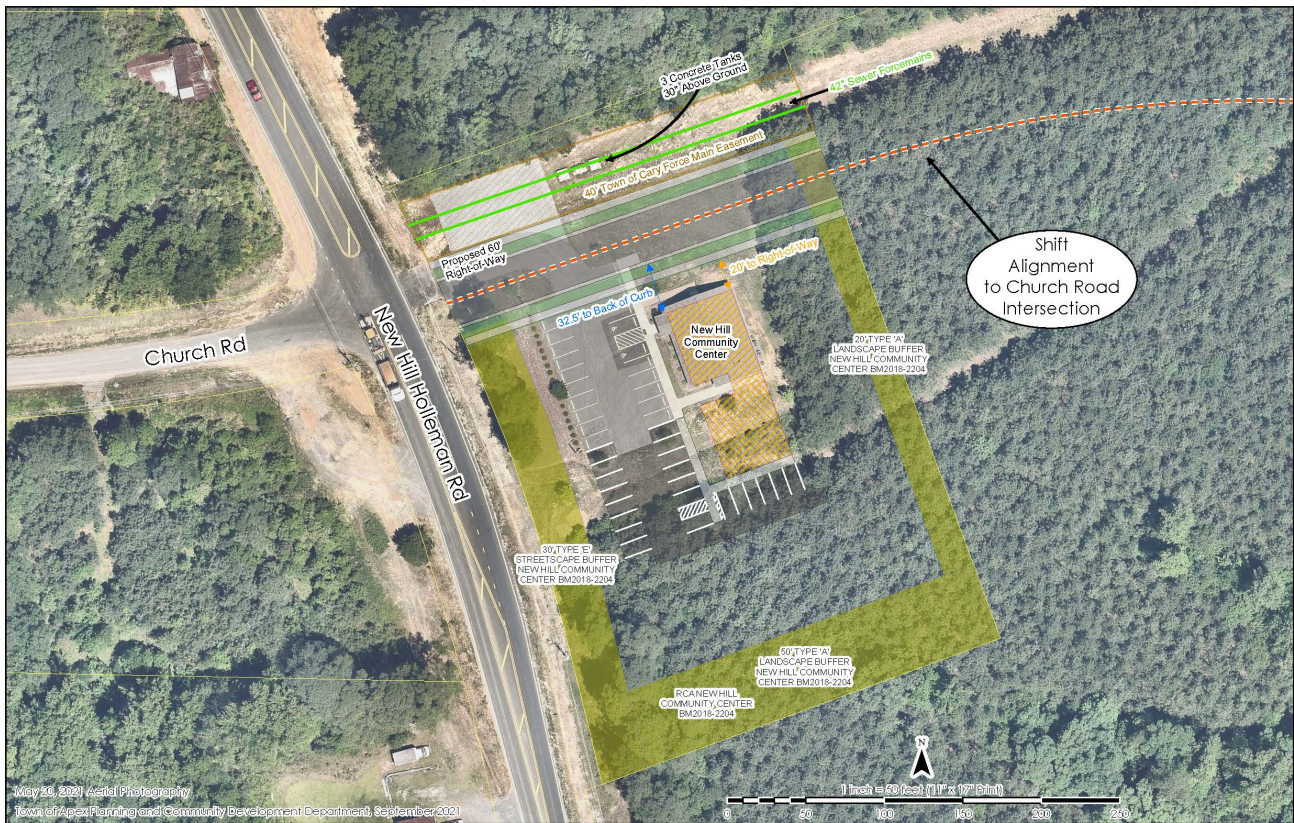


Figure 2. Proposed collector street alignment at New Hill Holleman Road with conceptual expansion of parking and buildings at the New Hill Community Center

The amendments also include upgrading the planned street from a Minor Collector street to a Major Collector street. This upgrade is proposed because roadways that connect thoroughfares to thoroughfares are typically designated as Major Collectors streets, which are intended to carry more traffic than Minor Collector streets and do not allow direct access of residential driveways. In addition, since a grade separation at New Hill Holleman Street and the railroad was removed from the Thoroughfare and Collector Street Plan map, the surrounding planned roadway network is anticipated to be more important for emergency access and evacuation.

#### Programmed Projects:

There are no funded or programmed projects to complete construction of the future collector street. This roadway would most likely be constructed as part of private development.

#### Staff Recommendation:

Planning staff recommend supporting the proposed amendments to the Thoroughfare and Collector Street Plan map. Staff from Public Works and Transportation, Fire, and Police are also supportive of the proposed amendments.

#### Planning Board Recommendation:

The Planning Board will consider the proposed amendments at their November 8, 2021 meeting.



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: November 9, 2021

## Item Details

Presenter(s): Shannon Cox, Long Range Planning Manager

Department(s): Planning and Community Development

### Requested Motion

Public hearing and possible resolution regarding the Town-initiated proposed renaming of "Lynch Street" within the Town of Apex.

### Approval Recommended?

Planning staff recommends approval of the proposed street re-naming.

### Item Details

The purpose of this public hearing is to consider renaming "Lynch Street" to "Justice Heights Street" within the Town of Apex. On September 15, 2020, the Town Council resolved to change the name of "Lynch Street" but agreed additional input was needed to determine the new name. Additional outreach was conducted and input has been gathered. This process and the preferences that emerged will be presented by staff along with a recommendation for Town Council's consideration to rename "Lynch Street" to "Justice Heights Street".

### Attachments

- Staff report
- Resolution of proposed road name change



**RESOLUTION NO. 21-1109-23**

**RESOLUTION TO RENAME  
LYNCH STREET**

**WHEREAS**, Lynch Street is a public right-of-way maintained by the Town of Apex and is located entirely within Town of Apex corporate limits; and

**WHEREAS**, Lynch Street extends approximately 2,640 feet (0.50 miles) northwestward from South Salem Street (N.C.S.R. 1011) to its terminus at Wake County Parcel # 0741092405; and

**WHEREAS**, Lynch Street was evidently named after the William Lynch family, which was granted 100 acres by Governor Thomas Bragg in the same vicinity on April 10, 1855; and

**WHEREAS**, local, state, and federal records show no evidence of the Lynch family remaining in the area after the remainder of the family land was acquired by the T.A. Bullock and Abraham Justice families in 1935; and

**WHEREAS**, the street was annexed by the Town of Apex in 1960 and the namesake of said street has obscurity; and

**WHEREAS**, the namesake of “Lynch” remains obscure among residents and has become a negative reminder of a time of intimidation and oppression of Black and African American citizens; and

**WHEREAS**, the *Town of Apex Address Policy* states, “The Town shall have the authority to rename streets within its corporate limits as needed for reasons related to public safety or inappropriateness”; and

**WHEREAS**, the Town of Apex notified Lynch Street property owners of discussion to change the street name, requested feedback and suggested names from aforesaid property owners, and posted public notice of a public hearing before the Town Council to discuss the matter; and

**WHEREAS**, input from the public was reviewed by Town Council and matters regarding the street renaming were discussed; and

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Apex does hereby declare the full extent of Lynch Street to be renamed \_\_\_\_\_ effective the 1st day of February, 2022 and that all administrative processes, including mailing notifications to affected property owners and ordering street sign replacements, commence immediately upon adoption of this resolution.

Adopted and effective the \_\_\_\_ day of \_\_\_\_\_, 2021.

THE TOWN COUNCIL OF THE  
TOWN OF APEX, NORTH CAROLINA

BY: \_\_\_\_\_  
Jacques Gilbert  
Mayor

ATTEST:

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk



## STAFF REPORT

### Street Renaming

November 9, 2021 Town Council Meeting



The purpose of the public hearing is to consider the facts and solicit comments in order to formulate a decision regarding the Town-initiated renaming of “Lynch Street”. According to the *Town of Apex Address Policy*, “The Town shall have the authority to rename streets within its corporate limits as needed for reasons related to public safety or inappropriateness.” An overview of the process used to inform and gather input from the community is summarized in this staff report. Based on this process, Planning and Community Development staff recommends renaming “Lynch Street” to “Justice Heights Street”.

In September 2020, in accordance with the documented procedures, the Town initiated the process of renaming “Lynch Street” by proposing a suitable road name, “Lynn Council Street,” to replace the name of concern. The Town notified affected property owners of the intent to change the road name and requested input regarding the matter.

In a letter from the Town Manager, property owners were asked to designate their preference regarding the proposed renaming of “Lynch Street” to “Lynn Council Street” and were given an opportunity to suggest alternative names. Twenty-four responses were received with the following preferences indicated (one respondent checked both “Lynn Council Street” and “Other”, and is tallied twice).

- 1 respondent preferred no road name change;
- 12 respondents preferred “Lynn Council Street”; and
- 12 respondents preferred other road names.

The other road names suggested, along with a reason for the suggestion, are summarized below. Each of the suggested names was evaluated to determine if it is an approvable name. A name is not approvable if it is an existing road name used in Wake County. A notice of the public hearing was sent to all property owners, with a summary of all responses received by August 28, 2020. “Lynn Justice Street” is an additional alternative suggested since that time.

*Table 1. Suggested Names for Lynch Street prior to September 15, 2020 Public Hearing*

| Other Suggested Name   | Reason - paraphrased (if provided)  | Approvable |
|------------------------|---|------------|
| Amatour Street         | Comes from, or a derivative of, Latin meaning “love”.   | Yes        |
| Clarice Atwater Street | To honor Clarice Atwater - the first Black Mayor-Pro-Tem in Apex, a Town Council member for more than 12 years, and a visionary who saw and fulfilled the need for a long-term care facility in the area by building and operating the Atwater Rest Home at 312 Lynch Street. | Yes        |
| Commencement Street    | To honor all those who began their life’s journey on this historic street.  | Yes        |
| Justice Heights Street | Inferred reason is because this area has historically been known as Justice Heights. See also suggestion for Justice Street below.  | Yes        |
| Lynn Justice Street    | Lynn Street is preferred, but if two words are needed, Lynn Justice is suggested to recognize the history of the Justice Family ownership of the property, as well as the meaning of the word “Justice”.  | Yes        |
| Nairobi Street         | Lynn Council Street is not different enough, it sounds like Lynch Street.   | Yes        |

| Other Suggested Name  | Reason - paraphrased (if provided)   | Approvable  |
|---|--|---|
| Name honoring the Baldwin family                                      | The Baldwin Family donated the land for the St. Mary AME church and the school where Apex Elementary is now. St. Mary AME church is named after Mrs. Mary C. Baldwin.  | Yes, although “Baldwin Ridge” is an existing street name and would not be approvable. |
| Rosewater Place or other nature-based name, avoiding individual names | Rosewater Place is one suggestion of a healing or nature-based name representing reflection and the pleasant gateway of the neighborhood it serves. The request reflects a desire to avoid naming the street after an individual, which necessitates explanation of that individuals’ story by residents. There is concern that retelling the story of what happened to Lynn Council will be a painful reminder of lynching for residents. | No to Rosewater, but other nature-based names may be approvable.                      |
| True Way Street   |  | No  |
| Victory Street  |  | No  |
| Abraham Street  |  | No  |
| Atwater Street  | To honor the history of the Atwater family in Apex, and Clarice Atwater in particular.   | No  |
| Justice Street  | Abraham Justice owned and developed the land on Lynch Street where he lived.   | No  |
| Liberty Street  |  | No  |
| Lynn Street   |  | No  |

At a public hearing held on September 15, 2020, the Town Council listened to input from the community regarding the proposed street naming. The Town Council was supportive of renaming Lynch Street but desired additional opportunities for input on the new name before signing the resolution.

One year later, concerns regarding COVID-19 delayed plans to engage the community in a collaborative in-person setting. On September 1, 2021 property owners and tenants along Lynch Street were sent another letter informing them of the next steps in the process to rename Lynch Street. This letter was followed by an invitation to the entire Justice Heights community to participate in a neighborhood meeting. The following steps were outlined for property owners and tenants and followed prior to this public hearing.

- Step 1: Affected property owners and tenants (those who have legal access to Lynch Street) were invited to submit additional names for consideration by September 15, 2021. Names could be submitted either by calling the Department of Planning and Community Development or entering suggested names in an online survey. Previously-submitted names did not need to be resubmitted. No new names were submitted
- Step 2: Town staff created a final list of eligible names for further community input.
- Step 3: All eligible names were presented at a community meeting held outdoors at West Street Park on September 27, 2021 at 6:00pm. During the meeting, all participants had an opportunity to share their preferences among the eligible names. Each participant at the meeting was given three sticker-dots to show their preferences among the list of names.
- Step 4: The top three preferred eligible names were sent by letter to affected property owners and tenants along with the public notice for the public hearing.

The top three preferred names, based on community feedback regarding preferences during the community meeting, are: (1) Justice Heights Street, (2) Mary Baldwin Street, and (3) Amatour Street. The tally of all preferences collected during the community meeting using “dot voting” are summarized in Table 2.

*Table 2. Community Preferences among Suggested Names for Lynch Street*

| <b>Suggested Name</b>  | <b>Votes – Affected Owners &amp; Tenants</b> | <b>Votes – Other Stakeholders</b> | <b>Total</b> |
|------------------------|--|-----------------------------------|--------------|
| Justice Heights Street | 9  | 21                                | 30           |
| Mary Baldwin Street    | 0  | 11                                | 11           |
| Amatour Street         | 1  | 7                                 | 8            |
| Clarice Atwater Street | 1  | 5                                 | 6            |
| Lynn Council Street    | 0  | 3                                 | 3            |
| Commencement Street    | 1  | 1                                 | 2            |
| Lynn Justice Street    | 0  | 0                                 | 0            |
| Nairobi Street         | 0  | 0                                 | 0            |

According to the *Town of Apex Address Policy*, following the public hearing, the Town Council will either approve the road name change or deny the road name change by resolution. A resolution for this purpose is provided as Attachment A.

**Planning and Community Development Staff Recommendation:**

Planning and Community Development staff recommends renaming “Lynch Street” to “Justice Heights Street” based on the community input received throughout the street-renaming process.



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: PUBLIC HEARING  
Meeting Date: November 9, 2021

## Item Details

Presenter(s): Michael Deaton, PE, Director

Department(s): Water Resources

### Requested Motion

Public Hearing and possible motion to approve amendments to Article III of Chapter 12 of the Town Code of Ordinances creating a Stormwater Utility.

### Approval Recommended?

N/A

### Item Details

The Town is required to hold a public hearing to receive comments regarding the proposed stormwater utility fee ordinance amendment, pursuant to NCGS 160A-314.

### Attachments

- Stormwater Utility Ordinance



**ORDINANCE NO. 2021-1109-36**

**AN ORDINANCE TO AMEND ARTICLE III OF CHAPTER 12 OF APEX TOWN  
CODE**

**THEREFORE, BE IT ORDAINED** by the Town Council of the Town of Apex as follows:

**Section 1.** That Article III of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with additions shown by underlined text:

**DIVISION 7. - STORMWATER UTILITY**

**Sec. 12-110. - Findings.**

- (a) Stormwater poses a threat to the public health, safety, and welfare because it floods properties, erodes watercourses and channels, and pollutes streams and rivers.
- (b) By mapping, planning, constructing, operating, cleaning, regulating and maintaining stormwater management facilities, the Town of Apex (Town) reduces the adverse effects of stormwater and improves the quality of groundwater, streams, rivers, and lakes in and around the Town.
- (c) Providing a stable source of funding for stormwater services, as hereafter defined, can best be accomplished through the creation of a stormwater utility fund. Such a utility will benefit owners and occupants of developed land in the Town.
- (d) The amount of impervious surface on a property is the single most important factor affecting the peak rate of runoff, the total volume discharged, and pollutant loadings of stormwater that flows from property. It is equitable to fund a stormwater utility through a system in which service charges are based on the amount of impervious surface on developed land.

**Sec. 12-111. - Definitions applicable to this Division.**

All definitions as used in this division, unless the context clearly indicates otherwise, shall have the meaning given herein.

Customer or consumer means the person or entity to which a bill for stormwater service charges is sent. This may include the owner, occupant, or tenant of property, a homeowners' association with responsibility for property or for common areas associated with property, or a person or entity who has requested in writing to be billed for stormwater service charges for a property.

Developed land means property that contains impervious surfaces, and includes improved land without structures and land on which improvements are under construction, with the exception of public Right-of-Way (ROW).

Equivalent Residential Unit (ERU) is 2,700 square feet of impervious surface, which is the average amount of impervious surface on a single-family detached property in the Town (based on GIS analysis).

Impervious surface means any surface which, because of its composition or compacted nature, impedes or prevents natural infiltration of water into the soil, including, but not limited to, sidewalks, driveways, rooftops, parking lots, patios, and compacted gravel surfaces not meeting the definition of pervious per North Carolina G.S. 143-214.7(b2). Wooden slatted decks and water surfaces of ponds, streams and swimming pools are not considered to be impervious surfaces.

Other residential and nonresidential land means any developed land not fitting the definition of a residential unit. It includes, but is not limited to, land upon which there are residential structures that contain more than two units, such as townhouses, condominiums, apartments, churches; institutional buildings, whether public or private; commercial, office, and industrial buildings; parking lots, and land containing improvements under construction or impervious surfaces that are not structures, with the exception of public ROW.

Property owner or owner means the owner of a parcel of land as shown on the county tax records.

Residential unit means a detached single-family house or a manufactured home or mobile home located on an individual lot or parcel of land rather than in a manufactured home park.

Stormwater means the runoff from precipitation that travels over natural or developed surfaces to the nearest stream, other conduit, or impoundment and appears in lakes, rivers, ponds, or other bodies of water.

Stormwater management system means the system of natural and constructed conveyances for collecting and transporting or treating stormwater. It includes, but is not limited to, structural drainage systems such as open swales and ditches, catch basins, pipes, inlets, storm sewers, drains, culverts, junction boxes, and other stormwater management facilities that affect the quality and quantity of stormwater located within public ROW and permanent storm drainage easements conveyed to and accepted by the Town, and all natural stormwater drainage systems.

Stormwater services means Town stormwater management programs designed to protect water quality by controlling the level of pollutants in, and the quantity and flow of, stormwater and Town service of structural and natural stormwater and drainage systems of all types. Stormwater services include any cost necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations and rules, and costs related to the construction, operation, maintenance, inspection, management and regulation of the stormwater management system.



Stormwater utility funds mean the stormwater management service charges and the interest generated by those charges.

**Sec. 12-112. - Creation of stormwater account; activities of the Water Resources department.**

Stormwater service charges and interest generated by such charges shall be placed in a separate Town account and shall be used by the Town solely for the operational costs, maintenance costs, indirect costs, capital improvements, debt principal and debt service, and establishment of a reserve fund for stormwater services. The Town may use funds that are not stormwater utility funds to provide stormwater services.

**Sec. 12-113. - Stormwater service charges.**

- (a) All developed land in the Town, whether public or private, shall be subject to a stormwater service charge set by the Town council. Exemptions shall not be allowed based on age, tax exemption, or other status of an individual or organization.
- (b) For property owners and/or customers that receive a water, sewer, or other service fee bill from the Town, the stormwater service fees, charges, and penalties will be added to that bill. Stormwater service charges that are shown on this combined utility bill may be for a different service period than that used for electric, water and/or sewer service, and garbage and recycling service.
- (c) Property owners and/or customers that own or occupy improved residential properties such as apartments and condominium developments and other similar properties containing impervious surface in common ownership shall be charged as a non-residential customer. The total impervious surface of all commonly owned property within the development shall also be charged under the non-residential rate and shall be billed to the property owner.
- (d) Stormwater service fees, charges, and penalties for properties that do not receive a bill for Town services other than stormwater service fees shall be sent to the record property owner according to the county tax records.
- (e) Computation of stormwater management service charges.
  - a. For non-residential property owners, the monthly stormwater service charge is calculated by dividing the total impervious surface area of the property by one ERU. The result is then multiplied by the established monthly single-family rate as fixed by Town Council resolution.
- (f) The following exemptions from stormwater management service fees are allowed:
  - a. Undeveloped land.

- b. Improved public ROW and greenways.
- c. Developed land with less than 400 square feet of impervious surface.
- d. Railroad ROW currently in use. However, railroad stations, maintenance buildings or other developed land shall not be exempted from stormwater services fees, charges, or penalties.
- e. Properties and facilities owned and operated by the Town.
- f. Airport runways and taxiways, provided that the savings realized from this exemption are used for attracting business to the airport.

**Sec. 12-114. - Payment provisions, utility termination.**

- (a) Where stormwater service charges appear on a combined utility bill, and a customer does not pay the service charges for all the utilities on the bill, the partial payment will be applied to the respective service charges in the following order: delinquent stormwater charges; delinquent water and/or sewer charges; capital facilities fees; current stormwater charges; current water and/or sewer charges.
- (b) Stormwater service charges are due within the time period stated on the bill. Bills not paid within this time shall be charged a late fee as set forth in the Town Council adopted schedule of charges.
- (c) Where a property receives electric, water and/or sewer service, if stormwater service charges for that property are not paid, electric, water and/or sewer service to that property may be terminated, whether or not the stormwater charges were included on a combined utility bill. Termination will be handled in accordance with standard operation provisions of the Town.
- (d) No property for which stormwater service charges are outstanding is entitled to receive electric, water and/or sewer service until the outstanding stormwater service charge on that property is paid. No customer with a delinquent stormwater service account is entitled to open a utility account at the same or different location until the delinquency has been satisfied.
- (e) If property is incorrectly billed, or not billed, or a bill is sent to the wrong party, the Town may backbill a property for up to a three-year period.
- (f) Customers with complaints about the accuracy of stormwater service charges are entitled to a review as provided in section 12-115. No charge will be adjusted unless the complaining customer has filed a written complaint with the Town within one year of the date the Town first sent the customer notice of the charge.

## **Sec. 12-115. - Appeal.**

Any customer who believes the provisions of this chapter have been applied in error may appeal in the following manner:

- (a) An appeal must be filed in writing with the Water Resources director. At the discretion of the director, the appeal may be required to include a survey prepared by a registered land surveyor and such other information that show the total property area, the impervious surface area, and any other features or conditions which influence the hydrologic response of the property to the stormwater events.
- (b) Using the information provided, the Water Resources director shall conduct a technical review pursuant to good engineering practices. The director may adjust the stormwater service management charge so long as the adjustment is in conformance with the general purpose and intent of this chapter. At the conclusion of the review, the director shall issue a written determination stating whether an adjustment to the stormwater service management charge is appropriate, and if so, the percentage of such adjustment. Any approved adjustments must be communicated in writing to the appropriate utility billing staff.
- (c) An appeal may be taken from any decision of the Water Resources director which is adverse to the customer by giving notice of appeal to the Town Manager within thirty (30) days after service of the Water Resources director written decision on the customer. Notice of appeal shall be given by the customer by delivery of a written statement to the Town Manager stating the grounds for the appeal and providing the Town Manager with a copy of the written decision of the Water Resources director. The Water Resources director shall transmit to the Town Manager and the customer all documents constituting the record upon which the Water Resources director's decision was made.
- (d) All decisions of the Water Resources director and Town Manager shall be served on the customer personally or by registered or certified mail. Mailing shall be based upon the billing address of the customer.
- (e) Following the decision of the Town Manager, the customer may make an appeal to the Board of Adjustment (BOA). The BOA shall fix a reasonable time for the hearing of an appeal, shall give due notice of such hearing to the customer and the manager, and shall render its decision within a reasonable time.
- (f) When an appeal is from a decision authorizing an adjustment to the customer's bill, the Water Resources director's decision shall remain in effect until and unless reversed or otherwise modified.

No adjustment to a customer's bill shall be made which is for more than the three-year period immediately preceding the date that the customer's request is first received by the Town.



**Sec. 12-116. - Limitations of Responsibility.**

- (a) The Town shall be responsible only for portions of the drainage system which are in Town maintained ROW and permanent storm drainage easements conveyed to and accepted by the Town. Repairs and improvements to the drainage system shall be in accordance with established standards, policies, and schedules.
- (b) The Town's acquisition of permanent storm drainage easements and/or the construction or repair by the Town of stormwater control measures and drainage facilities does not constitute a warranty against stormwater hazards including but not limited to flooding, erosion, or standing water.

**Sec. 12-117. - Severability.**

If any section, subsection, paragraph, or clause of this article is held to be invalid or unenforceable, all other sections, subsections, paragraphs, and clauses shall nevertheless continue in full force and remain in effect. In addition, if the Town's use of funds for any portion of its stormwater program is held invalid, all other funded portions of the program shall continue in full force and remain in effect.

**Section 2.** That Article IV of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with deletions shown by strikethrough text and additions shown by underlined text:

## **ARTICLE IV. – SOLID WASTE DISPOSAL**

**Sec. 12-~~118~~110. Definition of garbage.**

**Sec. 12-~~119~~111. Prompt removal of garbage.**

**Sec. 12-~~120~~112. Garbage container specifications.**

**Sec. 12-~~121~~113. Wet garbage.**

**Sec. 12-~~122~~114. Deposit of garbage in public places and on private property.**

**Sec. 12-~~123~~115. Transportation of garbage by private persons.**

**Sec. 12-~~124~~116. Collection—Schedule.**

**Sec. 12-~~125~~117. Same—Regulations.**

**Sec. 12-~~126~~118. Building materials; tree and lawn trimmings.**

**Sec. 12-~~127~~119. Burning of leaves and related items.**

**Sec. 12-~~128~~120. Removal of dead animals.**

**Sec. 12-~~129~~121. Provision for the aged, handicapped, and disabled.**

**Sec. 12-~~130~~122. Dumpsters—Use generally.**

**Sec. 12-~~131~~123. Same—Unauthorized use.**

**Sec. 12-~~132~~124. Garbage fee.**

**Section 3.** That Article V of Chapter 12 of the Town of Apex Code of Ordinances is hereby amended as shown immediately below with deletions shown by strikethrough text and additions shown by underlined text:

## **ARTICLE V. – YARD WASTE COLLECTION**

**Sec. 12-~~133~~125. Purpose.**

**Sec. 12-~~134~~126. Definitions.**

**Sec. 12-~~135~~127. Administration and enforcement.**

**Sec. 12-~~136~~128. Pre-collection practices.**

Sec. 12-~~137~~~~129~~. Limitations on service.

Sec. 12-~~138~~~~130~~. Disposal of yard waste.

Sec. 12-~~139~~~~131~~. Right of entry.

Sec. 12-~~140~~~~132~~. Conflicts with other ordinances.

Sec. 12-~~141~~~~133~~. Severability.

Secs. 12-~~142~~~~134~~—12-155. Reserved.

**Section 4.** The Town Clerk and/or Town Manager are hereby authorized to renumber, revise formatting, correct typographic errors, to verify and correct cross references, indexes and diagrams as necessary to codify, publish, and/or accomplish the provisions of this Ordinance or future amendments as long as doing so does not alter the terms of this Ordinance.

**Section 5.** **Severability, Conflict of Laws.** If this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given separate effect and to the end the provisions of this ordinance are declared to be severable. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**Section 6.** **Effective Date.** This Ordinance shall be effective January 1, 2022.

Introduced by Council Member \_\_\_\_\_

Seconded by Council Member \_\_\_\_\_

Attest:

TOWN OF APEX, NORTH CAROLINA

\_\_\_\_\_  
Donna B. Hosch, MMC, NCCMC  
Town Clerk

\_\_\_\_\_  
Jacques K. Gilbert  
Mayor

Approved As To Form:

\_\_\_\_\_  
Laurie L. Hohe  
Town Attorney



# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: NEW BUSINESS

Meeting Date: November 9, 2021

## Item Details

Presenter(s): Christopher "C.J" Valenzuela, Housing Program Manager

Department(s): Planning and Community Development

### Requested Motion

Possible motion to provide financial support to DHIC, Inc. for the affordable housing project known as Broadstone Walk in the form of a loan from the Affordable Housing Fund for construction contingent upon final project approval, authorize the Town Manager to execute loan and compliance project documentation, and approve corresponding Budget Ordinance Amendment No. 9.

### Approval Recommended?

Yes

### Item Details

On December 15, 2020 Town Council approved two prior DHIC, Inc. funding requests in the form of a loan in the amount of \$1,000,000 for construction and a grant totaling \$165,000 to offset water and sewer capital reimbursement fees from the Town's Affordable Housing Fund (AHF) for the Broadstone Walk project. On August 13, 2021 DHIC Inc. was awarded a 4% Low-Income Housing Tax Credit (LIHTC) which includes a tax-exempt bond through the North Carolina Housing Finance Agency (NCHFA). However, due to the following conditions: (1) rising construction costs, (2) decrease in equity pricing, (3) first mortgage loan interest rate increase, and (4) LIHTC investor income averaging requirements requiring deeper affordability, DHIC, Inc. has identified a remaining funding gap necessary to complete the project of approximately \$1,500,000. Wake County is considering contributing an additional \$500,000 to the project and the remaining \$1,000,000 of gap funding would propose to come from the Town's AHF from FY 2021-22 revenues. Funding for the Budget Amendment will include reappropriation of \$150,000 from the Apex Cares Program with the remaining \$850,000 pulled from the Fund's reserves.

### Attachments

- Staff Report
- DHIC, Inc. Letter Requesting Support
- Budget Ordinance Amendment No. 9.



# STAFF REPORT

## Affordable Housing Fund Request

November 9, 2021 Town Council Meeting



On December 15, 2020 Town Council approved two prior DHIC, Inc. funding requests from the Town's Affordable Housing Fund (AHF) for the Broadstone Walk project. Those included: (1) a 30-year term, one-percent (1%) fixed interest rate loan in the amount of \$1,000,000 for construction, and (2) a grant totaling \$165,000 to offset water and sewer capital reimbursement fees. The DHIC, Inc. Broadstone Walk project will include a total of 164 affordable rental units, affordable to those who make between 40% - 60% of the Raleigh, NC Metropolitan Statistical Area (MSA) Area Median Income (AMI). This proposed project will be the largest one-hundred percent (100%) affordable housing project in Town history. Table 1 below provides a summary of the Town's affordable housing projects.

**Table 1**  
**Town Affordable Housing Projects**

| <b>Project Name</b>         | <b># of Affordable Units</b> | <b>Project Date</b>     |
|-----------------------------|------------------------------|-------------------------|
| *Broadstone Walk Apartments | 164                          | Est. Start – Q1/Q2 2022 |
| Beechridge Apartments       | 72                           | Completed 1999          |
| West Haven Apartments       | 72                           | Completed 1998          |
| Wake Acres Apartments       | 48                           | Completed 1983          |
| White Oak Villas            | 16                           | Completed 2013          |
| Oak Grove                   | 10                           | Completed 1963          |
| Kissena Lane                | 9                            | Under Construction      |
| <b>Total</b>                | <b>391</b>                   |                         |

\*Proposed project would be the largest affordable housing project in Town history.

North Carolina General Statute (N.C.G.S.) 160A-20.1 provides authority for the Town to expend funds for public purposes, including providing affordable housing, and N.C.G.S. 157-3(12)(e) authorizes the Town "to provide grants . . . and other programs of financial assistance to public or private developers of housing for persons of low income, or moderate income, or low and moderate income."

On August 13, 2021 DHIC Inc. was awarded a four-percent (4%) Low-Income Housing Tax Credit (LIHTC) which includes a tax-exempt bond through the North Carolina Housing Finance Agency (NCHFA). Shortly after receiving a NCHFA 4% LIHTC award notification, DHIC, Inc. updated their overall project underwriting analysis. Due to the following conditions: (1) rising construction costs, (2) a decrease in equity pricing, (3) a first mortgage loan interest rate increase, and (4) LIHTC investor income averaging requirements requiring deeper affordability; DHIC, Inc. identified a funding gap necessary to complete the project of approximately \$1,500,000.

LIHTC's are federal tax incentives given to states who then award developers such as DHIC, Inc. these credits for projects that meet certain criteria as outlined by both the state and federal government. DHIC, Inc. once awarded, then goes and markets these tax credits to investors who will then purchase them in exchange for offsetting taxes otherwise owed over a ten-year period. DHIC, Inc. can then use the funding provided from the tax credit investors as equity. However, the disbursement of the tax credit funding is subject to negotiation

between DHIC, Inc. and an investor and in most cases, the bulk is only distributed upon stabilization because the credits are not officially awarded until the project is up and running. Because this is a negotiation process between DHIC, Inc. and an investor and due to other market factors, DHIC's equity pricing decreased from \$0.90 to \$0.87 which reflects the current investor market for tax credits.

To-date Wake County has committed \$3,000,000 of funding to the project. In addition, Wake County is considering contributing an additional \$500,000. The remaining \$1,000,000 of gap funding is proposed to come from the Town's AHF from fiscal year (FY) 2021-22 revenues. In the Town's FY 2021-22 annual operating budget regarding the AHF, the initial balance was \$1,596,000. In addition, there was \$21,000 of prior year carryover which brought the total FY 2021-22 AHF starting balance to \$1,617,000. In the FY 2021-22 AHF budget, the Broadstone Walk project was budgeted for \$500,000 and Apex Cares Housing Rehabilitation Program (Apex Cares Program) for \$250,000 which left \$867,000 of unallocated funds remaining. However, to-date the Apex Cares Program, which is a new program, has only expended \$100,000 of their original \$250,000 budget allocation back from FY 2020-21 and does not need the full \$250,000 budgeted in FY 2021-22. As a result, a portion of the Apex Cares Program funds can be reappropriated to the Broadstone Walk project in order to fully fund the \$1,000,000 gap funding request. This proposed budget amendment would still leave the Apex Cares Program with \$117,000 of available funding in FY 2021-22. Table 2 below shows the proposed budget amendment and impact to the AHF for FY 2021-22.

**Table 2**  
**Affordable Housing Fund Budget Summary**

| <b>Fund 21 – Affordable Housing</b>  |                                  |                                    |
|--------------------------------------|----------------------------------|------------------------------------|
| <b>Revenues</b>                      |                                  |                                    |
| <b>Activity</b>                      | <b>Prior Approved FY 2021-22</b> | <b>Proposed Amended FY 2021-22</b> |
| Initial Starting Balance             | \$1,595,000                      | \$1,595,000                        |
| Interest Earned/Prior Year Carryover | \$22,000                         | \$22,000                           |
| <b>Total Revenues</b>                | <b>\$1,617,000</b>               | <b>\$1,617,000</b>                 |
| <b>Expenses</b>                      |                                  |                                    |
| <b>Activity</b>                      | <b>Prior Approved FY 2021-22</b> | <b>Proposed Amended FY 2021-22</b> |
| DHIC, Inc. Broadstone Walk           | \$500,000                        | \$1,500,000                        |
| Apex Cares Program                   | \$250,000                        | \$117,000                          |
| Reserved for Future Expenditures     | \$867,000                        | \$0                                |
| <b>Total Expenses</b>                | <b>\$1,617,000</b>               | <b>\$1,617,000</b>                 |

Table 3 below provides a summary of the estimated total Broadstone Walk project costs itemized by funding source, dollar amount and percentage of funding.



**Table 3**  
**Broadstone Walk Project Budget Summary**

| <b>Funding Source</b>              | <b>Dollar Amount</b> | <b>Percentage of Funding</b> |
|------------------------------------|----------------------|------------------------------|
| Permanent Loan                     | \$17,619,000         | 50.67%                       |
| Wake County (FY 2020-21)           | \$3,000,000          | 8.63%                        |
| <b>*Wake County (FY 2021-22)</b>   | <b>\$500,000</b>     | <b>1.44%</b>                 |
| Town of Apex (FY 2020-21)          | \$665,000            | 1.91%                        |
| Town of Apex (FY 2021-22)          | \$500,000            | 1.44%                        |
| <b>**Town of Apex (FY 2021-22)</b> | <b>\$1,000,000</b>   | <b>2.88%</b>                 |
| Deferred Developer Fee             | \$1,107,000          | 3.18%                        |
| Federal LIHTC Equity               | \$10,380,737         | 29.85%                       |
| <b>Est. Total Project Costs</b>    | <b>\$34,771,737</b>  | <b>100.00%</b>               |

\*Subject to Wake County Board of Commissioners Approval

\*\*Subject to Town Council Approval

The primary goal of the Town's AHF is to support affordable housing development. The Town's funding to DHIC Inc. through this request would come in the form of a 30-year term, one-percent (1%) fixed interest rate loan in the amount of \$1,000,000 for construction costs. If DHIC, Inc. is able to obtain the necessary financial commitments in order to receive project and underwriting approval, the Town would execute the following documents with DHIC, Inc. to ensure compliance and regulatory requirements are carried out: (1) Development Agreement, (2) Promissory Note, (3) Deed of Trust and (4) other due diligence documentation. The Town's funding to DHIC Inc. will also require a 30-year affordability restriction period to ensure rents remain affordable long-term, which is consistent with NCHFA LIHTC regulations.

**Staff Recommendation:**

Planning staff recommends approval of the additional \$1,000,000 gap funding request to DHIC, Inc. for the Broadstone Walk affordable housing project in order to complete the project.

**Attachment 1:  
DHIC, Inc. Letter Requesting Support**



Ms. Catherine Crosby  
Town Manager  
Apex Town Hall  
73 Hunter Street  
P.O. Box 250  
Apex, NC 27502  
919-249-3400

Ms. Crosby,

As you are most likely aware, since we last applied the development and construction industries have faced unprecedented cost increases and general business-related strains as a result of COVID-19 and the attendant economic uncertainties. Due in part to these circumstances, we've gone back and reevaluated our underwriting for Broadstone Walk to more accurately reflect current conditions. Please find attached our updated Broadstone Walk proforma reflecting such changes, along with the resulting funding gap. Below is a brief list of the more material impacts to the model:

- Equity pricing decreased from \$0.90 to \$0.87 to better reflect investor appetite for tax credits.
- Interest rate on first mortgage loan increased from 4.10% to 4.15% to better reflect current environment.
- Construction pricing increased from \$75 PSF to \$90 PSF, based on guidance from our third-party Construction Manager and recent pricing we've received from several general contractors.
- All 70% Income Average (IA) units have been lowered to 60% AMI, due to investors still lacking the appropriate guidance from the IRS to provide them the comfort necessary to fund IA deals.

As a result of the above, we are currently facing a gap of roughly \$1.5mm. This also assumes a deferred developer fee of 50%, which is the highest allowed by NC Housing Finance Agency's underwriting guidelines. DHIC is committed to bringing much-needed affordable housing to Apex, as it has done in the past with Beechridge Apartments. We also know that the Town itself is deeply committed to helping fund such developments, recognizing the need for more varied local housing options. Between the Steering Committee and recent staffing additions, the Town has demonstrated steadfast determination in tackling an issue all too often ignored or left to market forces.



It is with this in mind that we are requesting an additional \$1,000,000 (one million dollars) in addition to the generous \$1,000,000 the Town has already committed, for a total commitment of \$2,000,000. We are also requesting an additional \$500,000 from Wake County, bringing their total potential investment in the project to \$3,500,000. We feel it is also important to note that all of the Town's dollars would come in during the Construction phase, so that those monies would be directly supporting the physical construction of affordable housing in Apex.

This additional commitment would greatly help us in realizing our collective vision first discussed over three years ago. We understand the level of support this would represent, financially and otherwise, and sincerely appreciate your consideration of this request. We would welcome any additional questions you may have and are happy to discuss further as needed.

Best Regards,

A handwritten signature in blue ink, appearing to read "Yolanda Winstead", with a long, sweeping horizontal line extending to the right.

Yolanda Winstead  
President  
DHIC, Inc.





# Town of Apex

## Budget Ordinance Amendment No. 9

BE IT ORDAINED, by the Council of the Town of Apex that the following Budget Amendment for the Fiscal Year 2021-2022 Budget Ordinance be adopted:

### **21. Affordable Housing Fund**

#### **Section 1. Revenues:**

|                           |                  |
|---------------------------|------------------|
| Appropriated Fund Balance | \$850,000        |
| <b>Total Revenues</b>     | <b>\$850,000</b> |

#### **Section 2. Expenditures:**

|                             |                  |
|-----------------------------|------------------|
| DHIC Loan - Broadstone Walk | \$850,000        |
| <b>Total Expenditures</b>   | <b>\$850,000</b> |

**Section 3.** Within five (5) days after adoption, copies of this Amendment shall be filed with the Finance Officer and Town Clerk.

Adopted this the 9th day of November, 2021

Attest:

\_\_\_\_\_  
Jacques K. Gilbert, Mayor

\_\_\_\_\_  
Donna B. Hosch, Town Clerk

# | Agenda Item | cover sheet

for consideration by the Apex Town Council

Item Type: CLOSED SESSION  
Meeting Date: November 9, 2021

## Item Details

Presenter(s): Steve Adams, Real Estate & Public Utilities  
Department(s): Administration

### Requested Motion

Possible motion to go into closed session pursuant to NCGS 143-318.11(a)(5) to discuss the town's negotiating position with respect to acquisition of real property.

### Approval Recommended?

N/A

### Item Details

N/A

### Attachments

- N/A

